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ALSO OF

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IN ONE VOLUME.

First Session contains Nos. 1 to 62, inclusive.
Special Session contains No. 1, at the end of the volume.

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FOR THE

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DECEMBER 21, 1859.

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Seward,
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Saulsbury,
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Bigler,
Harlan.

To Audit and Control the Contingent Expenses of the Senate.

Mr. Johnson, of Tenn., chairman,
Powell,
Dixon.

On Enrolled Bills.

Mr. Haun, chairman,
Saulsbury,
Bingham.

On Printing.

Mr. Fitch, chairman,
Davis,
Anthony.

On the Library.

Mr. Pearce, chairman,
Bayard,
Collamer.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 2.

AN ACT

OF THE

LEGISLATURE OF CALIFORNIA,

GRANTING

The consent of said legislature to the formation of a different government for the southern counties of said State, with a statement of the votes polled in pursuance of said act.

JANUARY 18, 1860.—Referred to the Committee on the Judiciary, and ordered to be printed.

AN ACT granting the consent of the legislature to the formation of a different government for the southern counties of this State.

The people of the State of California, represented in senate and assembly, do enact as follows:

SECTION 1. The consent of the legislature of this State is hereby given to the effect that all of that part or portion of the present territory of this State lying all south of a line drawn eastward from the west boundary of the State along the sixth standard parallel south of the Mount Diablo meridian, east to the summit of the Coast range; thence southerly, following said summit, to the seventh standard parallel; thence due east, on said standard parallel, to its intersection with the northwest boundary of Los Angeles county; thence northeast, along said boundary, to the eastern boundary of the State, including the counties of San Louis Obispo, Santa Barbara, Los Angeles, San Diego, San Bernardino, and a part of Buena Vista, be segregated from the remaining portion of the State for the purpose of the formation by Congress, with the concurrent action of said portion; the consent for the segregation of which is hereby granted, of a territorial or other government, under the name of the "Territory of Colorado," or such other name as may be deemed meet and proper.

SECTION 2. The governor shall, in his proclamation for the next general election, direct the voters of the counties of San Diego, San Bernardino, Los Angeles, Santa Barbara, San Louis Obispo, and a part of Buena Vista, to wit: such part as shall include all of the precincts south of the sixth standard parallel south of the Mount Diablo meridian, at such general election to vote "For a Territory" or "Against a Territory;" and in case two-thirds of the whole number

of voters voting thereon shall vote for a change of government, the consent hereby given shall be deemed consummated.

SECTION 3. The respective county clerks of the counties herein named shall make out a statement of the result of such vote, and transmit the same to the secretary of state in the same manner as by law they are required to do concerning the election of State and county officers: and it is hereby made the duty of the secretary of state, upon the receipt by him of the election returns of the said counties and precincts, to make out a correct statement of the whole number of votes cast both for and against the change of government; and in case two-thirds or more of the votes relating to the change of government be found to be in favor of such change of government, he shall certify to the correctness of such statement, and transmit certified copies of the same, with copies of this act annexed, to the governor of this State, whose duty it shall be to cause a copy, with a copy of this act annexed, to be sent to the President of the United States, and to each of our senators and representatives in Congress.

SECTION 4. The connection now existing between this State and the said counties and parts of counties, to the segregation of which the legislature hereby consents, upon condition that two-thirds of the voters residing therein and voting thereon shall vote for such change at the next ensuing general election, shall continue, to all intents and purposes, until the organization and establishment of a separate government therefor, under a law of Congress to that effect, and no longer.

SECTION 5. Should Congress so act on the consent hereby given as to organize a separate government for the southern counties, as herein specified, the legislature of the State of California to be held next after such action shall appoint two commissioners, and the first territorial assembly or legislature of the new government, as the case may be, shall, during the first session, appoint two other commissioners, all of whom shall meet at the capital of California proper, at such time as the governor of the last-named State shall signify to them; which said commissioners shall constitute a board, who shall settle and adjust the property and financial affairs between the State of California and the new government, and who shall, in the apportionment of the same, take as a basis the respective number of votes polled at the general election of one thousand eight hundred and fifty-eight in the counties and precincts embraced in the two respective governments; and in case the four commissioners thus to be appointed fail to agree, they shall nominate and appoint a fifth, and a majority of such five commissioners shall determine the amount of the indebtedness of the new government to the State of California on account of the State debt at the time of her final segregation; and the expenses of the said commission shall be equivalent to that of the members of the State legislature for a like or corresponding time, and be borne equally by the said State and territorial government.

Approved April 18, 1859.

DEPARTMENT OF STATE,
Sacramento, California.

I, Ferris Forman, secretary of state of the State of California, do hereby certify that the foregoing is a true, full, and correct copy of

an act entitled "An act granting the consent of the legislature to the formation of a different government for the southern counties of this State," now on file in my office.

[L. S.] Witness my hand and the great seal of State, at Sacramento, this 12th day of December, A. D. 1859.

FERRIS FORMAN.
Secretary of State.

Statement of the votes polled at the general election held in the State of California on the seventh day of September, A. D. eighteen hundred and fifty-nine, "For a Territory" and "Against a Territory."

Counties.	For a Territory.	Against a Territory.
Los Angeles	1,407	441
San Bernardino	411	29
San Diego	207	24
San Louis Obispo	10	283
Santa Cruz	395	51
Tulore	17	.....
	2,447	828

I, Ferris Forman, secretary of state of the State of California, do hereby certify that the foregoing is a true, full, and correct statement of the votes polled in pursuance of an act entitled "An act granting the consent of the legislature to the formation of a different government for the southern counties of this State," approved April 18, 1859.

[L. S.] Witness my hand and the great seal of State, at Sacramento, this 12th day of December, A. D. 1859.

FERRIS FORMAN,
Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 3.

REPORT

OF THE

SECRETARY OF THE SENATE,

SHOWING

The payments from the contingent fund of the Senate during the year ending December 3, 1859.

JANUARY 16, 1860.—Read; motion to print referred to the Committee on Printing.
JANUARY 19, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

OFFICE SECRETARY OF THE SENATE,
January 16, 1860.

The Secretary of the Senate has the honor to report a detailed statement, prepared in obedience to the 20th section of the act of August 26, 1842, of the payments from the contingent fund of the Senate during the year ending December 3, 1859; the payments having been approved and passed by the Committee to Audit and Control the Contingent Expenses of the Senate.

The amounts of the several appropriations for the contingent expenses of the Senate, unexpended at the close of the year above mentioned, were:

For binding	$72,303 06
For lithographing and engraving	61,682 25
For engraving maps, &c., under act of May 15, 1856	3,200 00
For stationery	4,544 11
For newspapers	2,551 93
For Congressional Globe, and binding the same	30,069 27
For reporting proceedings	16,404 23
For clerks to committees, pages, police, horses, and carryalls	40,574 90
For miscellaneous items	10,712 74
	242,042 49

Of these balances, $14,715,59 were then in the hands of the Treasurer of the United States, subject to draft, and $227,326 90 in the treasury.

Respectfully submitted.

ASBURY DICKINS,
Secretary of the Senate.

HON. JOHN C. BRECKINRIDGE,
Vice President of the United States,
and President of the Senate.

A detailed statement of the disbursements from the contingent fund of the Senate during the year ending December 3, 1859, approved and passed by the Committee to Audit and Control the Contingent Expenses of the Senate.

To whom paid.	For what paid.	Amount.	Total.
Fuller & Price	Newspapers		$31 50
W. D. Wallach	....do		54 76
Charles Lasselle	....do		18 17
Barnes & Mitchell	Carpeting, &c., viz:		
	138½ yards American Brussels, at 62½ cents	$86 56	
	2 pieces gimp, at $1 75	3 50	
	1 piece of gimp	1 75	
	1 pound thread	1 00	
	93½ yards velvet carpeting, at $1 25	116 89	
			209 70
John Slidell	Newspapers		2 95
W. H. Seward	....do		2 00
W. Rice	....do		42 00
W. C. Bryant & Co.	....do		100 43
E. N. Fuller	....do		10 00
S. DeCamp	Binding, ruling, &c.:		
	Binding abstract of salaries	2 50	
	Binding 4 quires cap index	1 50	
	Lettering 93 volumes documents, reserved, at 25 cents	23 25	
	Lettering 11 Howard's Reports, at 25 cents	2 75	
	Lettering 19 volumes documents, reserved, at 25 cents	4 75	
	Ruling and binding 3 quires cap newspapers	1 50	
	Side lettering for same	50	
	4-quire cap index book	1 50	
	Lettering 64 senators' names for trunks, at 25 cents	16 00	
	Lettering 128 portfolios, at 12½ cents	16 00	
	Lettering 64 memorandum books, at 12½ cents	8 00	
	6 cap index books for Senate folding room	1 50	
	Ruling and binding minute book	5 00	
	Re-covering 2 volumes State Papers	1 00	
	Lettering 8 volumes State Papers, 2 titles, at 50 cents	4 00	
	Rebinding and repairing 2 volumes department correspondence	5 00	
	Ruling and binding 4 quires cap Senate bills	1 50	
	Ruling and binding 4 quires cap House bills	1 50	

	Ruling and binding 2 quires cap Senate bills	1 50	
	Ruling and binding 2 quires cap House bills	1 50	
	Side lettering for same, at 50 cents	2 00	
	22 morocco lettered projecting tabs, at 25 cents	5 50	
	Lettering name for stationery trunk	25	
	Lettering name for portfolio	12½	
	Do.....do	12½	
	Lettering name for stationery trunk	25	
	Lettering name for portfolio	25	
	Lettering name for memorandum book	12½	
	Lettering Arthur's Classical Dictionary	50	
	51 3-quire full bound, faint and red ruled, with printed captions for committee books, at $2 50	127 00	
	Lettering 12 volumes Congressional Globe, at 25 cents	3 00	
	2 4-quire cap index books, at $1 50	3 00	
			243 37
S. DeCamp	Binding, viz:		
	Binding Receipts and Expenditures, 1857	50	
	Binding book of maps	2 00	
	Binding Report Fort Snelling Investigation	62	
	Binding Anthony's Classical Dictionary	1 00	
	Binding 19 volumes Estimates, 1860	9 50	
			13 62
Butterfield & Merriam	Newspapers		1 50
Clagett & Dodson	Carpeting, &c., viz:		
	20 yards crimson damask, at $1 25	25 00	
	3 pieces crimson worsted binding, at 50 cents	1 50	
	20 yards crimson damask, at $1 25	25 00	
	48¾ yards gimp, at 10 cents	4 80	
	2½ yards Brussels carpet, at $1 25	3 33	
			59 63
Adeline Sergeant	Binding 1st session 35th Congress:		
	334 copies volume 2 Senate documents, calf, at 60 cents	200 40	
	334 copies volume 14 Senate documents, calf, at 60 cents	200 40	
	510 copies volume 14 Senate documents, sheep, at 39 cents	198 90	
			599 70
H. Ballantine & Co.	Newspapers		2 66
John W. Forney	.....do		48 00
Knowles & Anthony	.....do		12 00
Knapp & Peck	.....do		5 50
McJilton & Wills	.....do		24 00
J. Vanderwerken	85 omnibus tickets		5 00

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Van Evrie, Horton & Co	Newspapers		$10 00
R. B. Alexander & Co	do		17 00
Hapgood & Adams	do		2 00
H. Holt	Clerk to Committee on Pensions from December 6, 1858, to January 8, 1859, inclusive, 34 days, $6 per day		204 00
Amelia Spencer	Making and washing 4 dozen towels, at 75 cents per dozen for making, and 75 cents per dozen for washing		6 00
Elizabeth C. & Eliza M. Holland	Unmarried daughters of Isaac Holland, deceased, for amount of allowance under resolution of the Senate of December 11, 1858, viz:		
	For funeral expenses	$150 00	
	For amount equal to one quarter's salary of the deceased, at $1,700 per annum	425 00	
			575 00
J. M. Newsom	Newspapers		3 00
S. Riddle & Co	do		6 00
Bingham & Doughty	do		6 00
Carson Brothers & Co	Stationery, viz:		
	100 reams first class ruled letter, gilt, at $3 25	325 00	
	50 reams first class ruled note, gilt, at $2 25	112 50	
	50 reams first class ruled wove, gilt, at $2	100 00	
	20 reams first class ruled packet note, gilt, at $2 75	55 00	
	17 1/8 reams first class ruled Senate Journal, $4 50	80 55	
			673 05
J. Moseley	Newspapers		6 00
W. A. Griffith	Repairing fire-places, viz:		
	Soapstone back for fire-place, 5 feet 3 inches, at $1 60 per foot	8 40	
	Hauling and setting	2 00	
			10 40
C. Wendell	Newspapers		364 13
Bull & Tuttle	do		4 00
D. Naar	do		5 00
R. Carter	Services as laborer washing floors, &c., from 1st to 5th December, 1858, 5 days, at $1 20		6 00
Adeline Sergeant	Binding, 1st session 35th Congress, viz:		
	510 copies volume 4 Senate documents, sheep, at 39 cents	198 90	
	510 copies volume 4 Senate Miscellaneous documents, sheep, at 39 cents	198 90	
	510 copies volume 8 Senate documents, sheep, at 39 cents	198 90	

	30 copies volume 4 Senate documents, calf, at 60 cents	18 00	
	30 copies volume 4 Senate Miscellaneous documents, calf, at 60 cents	18 00	
	30 copies volume 3 Senate documents, calf, at 60 cents	18 00	
	30 copies volume 14 Senate documents, calf, at 60 cents	18 00	
			668 70
Frank Taylor	Newspapers		16 25
R. A. Matthews	Clerk to Committee on Revolutionary Claims, from 6th to 31st December, 1858, inclusive, 26 days, at $6		156 00
Holden & Wilson	Newspapers		10 00
C. W. C. Dunnington	Police of Capitol, for December, 1858	72 50	
A. K. Arnold	ditto	55 00	
S. Johnson	ditto	55 00	
J. T. Ball	ditto	55 00	
W. H. Thompson	ditto	55 00	
T. C. Wells	ditto	55 00	
R. D. Slater	ditto	55 00	
F. Fritz	ditto	55 00	
			457 50
C. Ivey	For son, as page, from 6th to 31st December, 1858, 26 days, at $2 40 per day		62 40
C. Eckloff	ditto		62 40
M. P. Monroe	ditto		62 40
A. Smith	ditto		62 40
J. Fill	ditto		62 40
A. J. Hassler	ditto		62 40
C. M. B. Frailey	ditto		62 40
A. C. Lynch	ditto		62 40
J. P. Davidson	ditto		62 40
J. E. Potts	ditto from 14th to 31st December, 1858, 18 days, at $2 40 per day		43 20
J. Boyd	Watchman in the crypt, for December, 1858, at $800 per annum (half paid by House of Representatives)		33 33
D. Conroy	Hire of horse and carryall for use of office for December, 1858, 31 days, at $2 per day		62 00
D. R. McNair	Hire of 4 horses and wagons for December, 1858, 31 days, at $2 per day	248 00	
	Hire of 2 horses for messengers, same time, at $1 50 per day	93 00	
			341 00
H. Dodson	Laborer, carrying fuel, &c., for December, 1858, 31 days, at $1 20		37 20
E. T. Montague	Clerk to Committee on Foreign Relations, from 6th to 31st December, 1858, 26 days, at $6		156 00
T. O. Chesney	Clerk to Committee on Commerce ditto		156 00
J. F. Callan	Clerk to Committee on Military Affairs ditto		156 00
A. W. Russell	Clerk to Committee on Naval Affairs ditto		156 00
A. Ten Eyck	Clerk to Committee on Public Lands ditto		156 00
T. P. Morgan	Clerk to Committee on the Judiciary ditto		156 00
W. Y. Fendall	Clerk to Committee on the District of Columbia ditto		156 00

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
J. B. Chandler	Clerk to Committee on Territories, from 6th to 31st December, 1858, 26 days, at $6		$156 00
O. K. Barrell	Clerk to Committee on Public Buildings.....ditto		156 00
Beebe & Elkins	Newspapers		6 00
J. H. McMahon	.....do		10 00
L. B. Dunn	Clerk to Committee on Indian Affairs, from 6th to 31st December, 1858, inclusive, 26 days, at $6 per day		156 00
Beals Greene & Co	Newspapers		13 25
J. A. Howells & Co	.....do		2 00
W. T. Harrison	.....do		2 00
W. M. Burwell	Clerk to Committee on Private Land Claims, from 15th to 17th June, 1858, 3 days, at $6	$18 00	
	Do.....from 6th to 31st December, 1858, 26 days, at $6	156 00	
			174 00
Nairn & Palmer	Brushes, &c., viz:		
	Pulv. gum Arabic	1 00	
	5 pounds chlo. lime	1 00	
	Sponge, $2 50; 87 pounds soda, $6 96; keg, 25 cents	9 71	
	4 hair brushes, at $1 50, $6; 4 ditto, at $2, $8; 4 ditto, at $1 75, $7	21 00	
	3 buffalo combs, at 87½ cents, $2 62½; 6 ditto, at 62½ cents, $3 75; 3 ditto, at 56¼ cents, $1 68¾; ¼ gross honey soap, $9	17 06	
	10 pounds chlo. lime, $2; 5 pounds pulv. gum arabic, $5	7 00	
			56 77
L. J. Middleton	209½ bushels ice, from August 10 to December 31, 1858, at 50 cents		104 75
Franck Taylor	Books, &c., viz:		
	British and Foreign State Papers, vol. 30, for 1841–42	11 00	
	4 brass book locks	14 66	
	Annual Register for 1857	6 50	
			32 16
D. W. Saxton	1 map, Republics of North America, for Committee on the District of Columbia		10 00
Raymond, Wesley & Co	Newspapers		30 00
S. Seibert	Engraving on copper 1 map, No. 3, Captain Beckwith's route, Pacific railroad survey	1,625 00	
	Less 25 per cent. reserved	406 25	
		1,218 75	
	Cr. by this amount paid by House of Representatives	609 37	
			609 38

D. W. Saxton	1 map of the Republics of North America, for Committee on Territories		10 00
W. H. Harrover	Stoves, &c., viz :		
	2 hands cleaning out pipe in water closet	2 50	
	Making copper elbow	75	
	Turn-a-round for pipe	1 00	
	Time putting up pipes and cap	1 25	
	34 pounds zinc	6 12	
	Time putting down	2 25	
	Blacking pipe	50	
	Russia pipe	1 88	
	Time putting up stoves	3 00	
	2 buckets, at $1 75	3 50	
	1⅛ dozen spittoons, at $4 50	8 75	
	2 hands cleaning pipe	3 00	
			34 50
Adeline Sergeant	Binding, 1st session, 35th Congress, viz :		
	510 copies, vol. 11, Senate documents, in sheep, at 30 cents	198 90	
	334 copies, vol. 4, Senate miscellaneous, in calf, at 60 cents	200 40	
	334 copies, vol. 4, Senate documents, in calf, at 60 cents	200 40	
	364 copies, vol. 10, Senate documents, in calf, at 60 cents	218 40	
	270 copies, vol. 11, Senate documents, in calf, at 60 cents	162 00	
			980 10
R. B. Griffin	Carpenter work, cleaning and varnishing furniture, committee rooms, viz :		
	R. B. Griffin, 4 days, at $2 50	10 00	
	J. Appler, 4 days, at $2	8 00	
	2 tables, for folding-room	21 20	
	Repairing door, fixing curtain over the Senate, and varnishing the clock case	2 25	
	Taking up and putting down washstand	75	
	Cleat for flag pole and rigging	2 25	
	Hearth strips for fire places (Senate)	5 50	
	Foot boards to door (main entrance)	75	
	8 night latches, 6 for new building and 2 for old, with 8 keys	16 50	
	Putting up hooks for hats (folding-room) and repairing water coolers (Senate)	2 00	
	Varnishing 4 desks (Senate)	1 00	
	Hanging door and putting keeper on door, (attic ;) 2 locks and keys for boxes	4 25	
	Repairing book-case, gallery doors, and opening boxes	2 75	
	500 file sticks, document room, and 1 lock on box	8 00	
	1 spring on post office door, lock on reporter's gallery, mending ink box, and 2 staples on post office door	2 62	
	Hat rack to chair, lock to box, and mending box	2 75	
	Step-ladder, doorspring, removing doorspring, fixing lock	5 25	
	Key to case secretary's office, box for folding room, shelf in committee room, and lock in box	2 00	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
R. B. Griffin—Continued.	4 night keys for committee rooms	$2 25	
	Mending 6 chairs for Post Office	2 50	
	Knobs on door, handle for brush, lock on drawer, fixing carpet strips, mending ink box	2 25	
	Spring on vestibule, box lock, and key board	10 00	
	Hat rack for chair, covering table, and putting down matting	3 00	
	Moving map rack and case, globe stand, and 64 labels for cloaks	2 75	
	Removing cases, (Judiciary Committee room and Territories,) 16 screw labels for cloaks	6 39	
	21 boxes for Senate, at $2 75	57 75	
			$184 71
Muse & Davis	Newspapers		2 00
Joseph Mackey	do		5 00
John Black	do		2 50
Frances Stewart	Making 4 dozen towels, at 75 cents per dozen	3 00	
	Washing same	3 00	
			6 00
D. W. Saxton	1 map of United States and Territories for Committee on Indian Affairs		10 00
Charles Dean	Stationery:		
	58 pounds bagging twine, at 45 cents	26 10	
	52 pounds bagging twine, large, at 35 cents	18 20	
	67 pounds bagging twine, large, at 35 cents	23 45	
	222 pounds bagging twine, large, at 35 cents	77 70	
			145 45
C. S. Jones	Cash paid laborers employed in removing furniture, &c., from the old to the new Senate chamber, rooms, &c., 32 days, at $1 50		48 00
W. J. & E. C. Greene	Newspapers		4 00
W. B. Gulick	Clerk to Committee on Patents and Patent Office, 3 days, in June, 1858, at $6	18 00	
	Same for December 1858, 26 days, at $6	156 00	
			174 00
H. Holt	Clerk Committee on Pensions, from December 6, 1858, to January 8, 1859, 34 days, at $6		204 00
S. De Camp	Binding:		
	14 volumes estimates, 1860, at 50 cents	7 00	
	3 volumes estimates, 1860, at 50 cents	1 50	
	Walker's Dictionary	75	
	1 volume estimates, 1860	50	
	President's message, 2d session, 34th Congress	50	

	1 volume estimates, 1860	50	
	5 newspaper guard books, at $3	15 00	
	1 volume Finance report, 1858	50	
	3 check books, compensation, salaries, and contingent	4 50	
			20 75
S. De Camp	Ruling, &c., viz:		
	Ruling 6 reams letter paper, at 75 cents	4 50	
	Cutting index through book	50	
	Side lettering for same	50	
	Lettering Brightley's Digest	25	
	Cutting index through book	50	
	Lettering Walker's Dictionary	50	
	Ruling and binding index	1 50	
	Mounting and varnishing map United States	2 00	
	Lettering 8 volumes Congressional Globe, at 25 cents	2 00	
	Lettering 9 titles executive journal, at 50 cents	4 50	
	Lettering Lippincott's Gazetteer	50	
			17 25
Henry Woodward	Clerk to Committee on Post Offices and Post Roads, from 6th to 31st December, 1858, inclusive 26 days, at $6		156 00
Richie, Dunnivant, & Co	Newspapers		14 00
Ellen Morton	Amount of allowance to the widow of James F. Morton, deceased, under the resolution of the Senate of January 14, 1859, viz:		
	For funeral expenses	150 00	
	For an amount equal to 3 months' salary of the deceased, at $1,200 per annum	300 00	
			450 00
M. W. Cluskey	For 650 copies of the Congressional Directory, 1st session, 35th Congress, at 25 cents		162 50
Charles O. Rogers	Newspapers		21 00
A. L. Newton	65 yards best 3-ply carpeting, at $1 25	81 25	
	2 yards table oil cloth, at 50 cents	1 00	
		82 25	
	Cr. one half paid by House of Representatives	41 12½	
			41 12½
J. C. McGuire & Co	12 wood-seat arm chairs, use of guard room, at $1 75	21 00	
	One half paid by House of Representatives	10 50	
			10 50
J. Contnor	Putting down old carpet, making and puting down new, and furnishing thread, for guard room	11 50	
	One half paid by House of Representatives	5 75	
			5 75

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Clagett & May	6 pieces black crape	$36 00	
	4 dozen damask towels, at $4	16 00	
			$52 00
G. Vanderwerken	85 omnibus tickets		5 00
L. Tree	Excess of postage on letters and packages addressed to Senators from 19th June to 31st December, 1858		45 18
S. Seibert	Engraving, on copper, map No. 2, (with two sketches,) from the Rio Grande to the Pacific ocean, to accompany Report Pacific Railroad survey	2,900 00	
	Less 25 per cent. reserved	725 00	
		2,175 00	
	Cr. one half paid by House of Representatives	1,087 50	
			1,087 50
D. W. Saxton	1 map United States and Territories for Committee on Claims		10 00
Gales & Seaton	Newspapers		17 00
Isaac Contnor	Upholsterer, &c.:		
	For repairing carpet in Committee on Post Offices and Post Roads rooms	5 00	
	Making and putting down 402½ yards carpet in committee rooms, at 20 cents per yard	80 45	
	Making and putting down 471¼ yards ingrain carpet in office Secretary of the Senate, at 12½ cents per yard	58 90	
	For repairing and putting down carpet in Finance Committee rooms	12 00	
	Repairing carpet in room of Committee on Private Land Claims	5 00	
	Putting down 2 under carpets in two committee rooms	10 00	
	Taking up carpets, removing and replacing furniture in ante-room	5 00	
	Taking up carpet in room of Committee on the Judiciary	3 00	
	Taking up carpet in old rooms of Committees on Finance and Pensions, cleaning the same, and removing furniture, $8; tacks, $3	11 00	
			190 35
A. Sergeant	Binding, viz: (1st session 35th Congress.)		
	364 copies of volume 8, Senate documents, calf, at 60 cents	218 40	
	270 copies of volume 9, Senate documents, calf, at 60 cents	162 00	
	94 copies of volume 11, Senate documents, calf, at 60 cents	56 40	
	510 copies of volume 12, Senate documents, sheep, at 39 cents	198 90	
	510 copies of volume 13, Senate documents, sheep, at 39 cents	198 90	
			834 60

Pettibone & Boteler	Binding 4,022 copies of Finance Report, 1857–58, at 10 cents		402 20
KcKee & Fishback	Newspapers		22 00
S. Masi	1 clock for Committee on the District of Columbia		10 00
Boughton, Nisbit & Barnes	Newspapers		2 00
W. P. Morras	Clerk to Committee on Pensions, from January 9 to February 28, 1859, 51 days, at $6		306 00
Jackson Brother & Co	Candles, &c.:		
	2 bars scented soap	30	
	1 box patent sperm candles, 36 pounds, at 56 cents	20 16	
	1 box adamantine candles, 40 pounds, at 33 cents	13 20	
	1 $\frac{3}{4}$ pounds white scented soap	25	
	1 box patent sperm candles, 36 pounds, at 56 cents	20 16	
	3½ pounds Castile soap	70	
	1 dozen extra large brooms	5 00	
	2 dozen 3-hoop painted buckets	7 00	
	36 pounds patent sperm candles, at 56 cents	20 16	
	2 large size painted tubs	2 00	
	3 pounds old Castile soap	75	
	24 pounds sperm candles, at 60 cents	14 40	
	3 pounds old Castile soap	75	
	40 pounds sperm candles, at 44 cents	17 60	
	2 doxen extra large brooms, at $3 75	7 50	
	2 dozen No. 1 whisk brooms, at $4	8 00	
	3 pounds old Castile soap	75	
	2 boxes, 72 pounds, patent sperm candles, at 60 cents	43 20	
	20 pounds extra quality hotel candles, at 33 cents	6 60	
	20 pounds, 12's, adamantine candles, at 30 cents	6 00	
	6 pounds sperm candles, at 60 cents	3 60	
	1 dozen whisk brooms	3 00	
	6 pounds sperm candles, at 60 cents	3 60	
	12 bars white scented soap	1 50	
	1 dozen brooms	3 00	
	8 bars white scented soap	1 00	
			210 18
Pettibone & Boteler	Binding, viz:		
	1,608 copies Report of Commissioner of Indian Affairs, 1858, at 10 cents	160 80	
	2,460 copies Finance Report, 1857, at 10 cents	246 00	
			406 80
D. W. Saxton	1 map of the United States, for Committee on Public Lands		10 00
J. Dodson	59 buckets of paste, use of folding-room, at $1		59 00
D. R. McNair	Hire of 4 horses and wagons, for January, 1859, 31 days, at $2	248 00	
	Hire of 2 saddle horsés for same time, at $1 50	93 00	
			341 00

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
D. Conroy	Hire of horse and carryall for use of office of the Secretary of the Senate, for January, 1859, 31 days, at $2		$62 00
Taylor & Maury	Stationery, viz:		
	1 ream tinted note paper	$3 50	
	10,000 note envelopes, at $2 80	28 00	
	10,000 card envelopes, at $2 25	22 50	
	10,000 No. 6011-3 note envelopes, at $2 80	28 00	
	12 dozen propelling pencils, at $2 25	27 00	
	1 large tuck bank book	1 50	
	132 glass frosted paper-weights	132 00	
	10 reams English note paper, at $3	30 00	
	4 reams large tinted note paper, at $4 25	17 00	
	2,000 envelopes for same, at $4 50	9 00	
	4 reams middle-size tinted note paper, at $3 50	14 00	
	2,000 envelopes for same, at $3 75	7 50	
	4 reams small tinted note paper, at $2 75	11 00	
	2,000 envelopes for same, at $3	6 00	
	12 Diaries for 1859	5 55	
	1 ream English damask paper	3 50	
	1½ dozen propelling pencils, at $2 25	3 37	
	10 reams cap for reporters, at $2 50	25 00	
	2 reams packet post letter, at $4 50	9 00	
			383 42
Taylor & Maury	Books, viz:		
	Brightley's Digest, (Committee on Territories)	6 00	
	Lippincott's Gazetteer, (Committee on Territories)	6 00	
	8 volumes Opinions of Attorneys General	3 00	
			15 00
W. W. Wirt	Laborer, 28 days in January, 1859, at $1 50	42 00	
A. Jackson	....do....do....do	42 00	
W. Roddy	Laborer, 22 days in January, 1859, at $1 50	33 00	
W. Washington	....do....do....do	33 00	
			150 00
H. Dodson	Laborer, carrying fuel, &c., for January, 1859, 31 days, at $1 20		37 20

C. Ivey	For son, as page, for January, 1859, 31 days, at $2 40		74 40
C. Eckloff	do do do		74 40
W. P. Monroe	do do do		74 40
A. Smith	do do do		74 40
J. Fill	do do do		74 40
A. J. Hassler	do do do		74 40
C. M. B. Frailey	do do do		74 40
A. C. Lynch	do do do		74 40
J. P. Davidson	do do do		74 40
J. E. Potts	do do do		74 40
M. C. Fitzpatrick	do do do		74 40
E. T. Montague	Clerk to Committee on Foreign Relations for January, 1859, 31 days, at $6		186 00
T. O. Chestney	Clerk to Committee on Commerce do do		186 00
J. F. Callan	Clerk to Committee on Military Affairs do do		186 00
A. W. Russell	Clerk to Committee on Naval Affairs do do		186 00
A. Ten Eyck	Clerk to Committee on Public Lands do do		186 00
T. P. Morgan	Clerk to Committee on the Judiciary do do		186 00
W. Y. Fendall	Clerk to Committee on the District of Columbia do do		186 00
J. B. Chandler	Clerk to Committee on Territories do do		186 00
O. K. Barrell	Clerk to Committee on Public Buildings do do		186 00
L. B. Dunn	Clerk to Committee on Indian Affairs do do		186 00
W. M. Burwell	Clerk to Committee on Private Land Claims do do		186 00
R. A. Matthews	Clerk to Committee on Revolutionary Claims do do		186 00
C. W. C. Dunnington	Police of Capitol, for January, 1859	72 50	
A. K. Arnold	do	55 00	
Samuel J. Johnson	do	55 00	
James T. Ball	do	55 00	
W. H. Thompson	do	55 00	
Thomas C. Wells	do	55 00	
R. D. Slater	do	55 00	
F. Fritz	do	55 00	
F. Riley	Police of Capitol, from January 12, at $1,100 per annum	30 55	
J. P. Hamlin	do	30 55	
M. French	do	30 55	
J. S. Magee	do	30 55	
J. N. Crockwell	do	30 55	
George F. Smallwood	do	30 55	
			640 80
W. B. Gulick	Clerk to Committee on Patents, for January, 1859, 31 days, at $6		186 00
J. Boyd	Watchman in the crypt, for January, 1859, at $800 per annum (half paid by the House of Representatives		33 33
W. Carr	Services as temporary clerk, from 3d to 31st January, 1859, 29 days, at $4 80		139 20

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
H. C. Page	Newspapers		$3 00
J. B. Tilden	1 map of the world, for Committee on Post Offices and Post Roads		10 00
A. Sergeant	Binding, first session Thirty-fifth Congress, viz :		
	510 copies, volume 7, Senate documents, sheep, at 39 cents	$198 90	
	364 copies, volume 7, Senate documents, calf, at 60 cents	218 40	
	364 copies, volume 12, Senate documents, calf, at 60 cents	218 40	
	364 copies, volume 13, Senate documents, calf, at 60 cents	218 40	
			854 10
M. W. Cluskey	300 copies of Congressional Directory, thirty-fifth Congress, second session, at 25 cents		75 00
H. Woodward	Clerk to Committee on Post Offices and Post Roads, for January, 1859, 31 days, at $6		186 00
Jessup & Moore	131½ reams, 19 by 24, Manilla paper, at $2 04		268 76
Hallock, Hale & Hallock	Newspapers		26 42
G. W. Dant	Attending furnaces in crypt of the Capitol, from June 15 to December 31, 1858, 200 days, at $3	600 00	
	Cr. amount received from Commissioner of Public Buildings	435 50	
		164 50	
	Half paid by the House of Representatives	82 25	
			82 25
J. G. Bennett	Newspapers		211 59
Smith & Orvis	do		2 00
Barnes & Mitchell	Carpeting, viz :		
	127⅜ yards tapestry velvet, at $1 25	159 22	
	471¼ yards ingrain, at 75 cents	353 44	
	232⅝ yards Brussels, at $1 25	290 78	
	2 pounds carpet thread, at $1	2 00	
			805 44
Pettibone & Boteler	Binding 2,240 volumes Finance Report, 1857–58, at 10 cents per volume		224 00
R. B. Griffin	Carpenter's work, viz :		
	Mending chair, printing committee room ; 1 key to table (office) and putting on 64 labels for cloaks	2 75	
	2 new keys for desks, (Senate,) 8 cloak pins, (office,) 4 cloak pins, (Committee of Finance,) 1 draw key, folding room ; easing door ; repairing lock, and 1 small frame for map	3 75	
	2 new keys to water closet, north wing ; 1 new key, Committee on the District of Columbia	2 00	
	Moving case and map-rack and putting up, (Committee on Military Affairs ;) making new		

	top for desk; 1 mahogany shelf between desks	7 50	
	Putting up 2 glasses in cloak room; also 2 locks and 1 key to boxes and removing desk	1 90	
	Repairing lock to desk; 1 key; screwing down case to table and stripping door, old Judiciary Committee room	1 50	
	1 key to desk, (office,) 1 night key, (Committee on Territories,) keys to boxes, brush handle, and removing signs	4 25	
	Screwing down desks, (Senate,) 2 gross screws	5 50	
	1 night key (Committee on Private Land Claims)	50	
	Putting strip behind chair (Senate) and 1 writing shelf (Senate)	2 25	
	Making 2 new mahogany tops for desks, (Senate) 2 handles for brushes, and 1 knob on draw	11 72	
	Easing doors to case, 4 brackets, shelves in clerk's office, putting up glass and shelf in water closet	3 50	
	1 small table to hold water cooler, (gallery,) 1 new lock on table (stationery)	2 60	
	1 set white mineral knobs for door, (document room,) 1 set castors for chair (Committee on Finance)	2 75	
	2 mahogany tops for desks, 1 key for case, (office,) putting castors on chair and mending chair, tacking maps to rollers, (Committee on the District of Columbia,) 1 night key for same, 1 key for desk, (Senate,) and 1 lock on case (cloak room)	15 87	
	8 night locks on committee rooms with 35 extra keys	32 00	
	Shelves for rooms, Committee on Finance and Committee on Foreign Relations	19 27	
	1 step ladder (office)	5 00	
	1 large table with drawer, (office,) 1 map-rack, for Committee on the District of Columbia	23 50	
	1 small table and case, Committee on the District of Columbia; 1 case, (Committee on the Judiciary,) 1 small table, (clerk's office,) and 1 set pigeon holes, (office;) repairing mahogany case and covering doors and mending 3 chairs	43 78	
	Shelving for folding room, and 1 large cupboard, with doors, painted	73 09	
	Moving furniture, office and committee rooms	21 38	
	22 packing boxes	60 50	
			346 86
Charles Dean	Stationery, viz:		
	14½ pounds small twine, at 60 cents	8 70	
	245 pounds large twine, at 35 cents	85 75	
			94 45
Clagett & Dodson	Carpeting, &c., viz:		
	20 yards 6-4 cocoa matting, at $1	20 00	
	2 yards 6-4 blue damask, at $1 50	3 00	
	6 yards blue gimp, at 12½ cents	75	
	47¼ yards Brussels carpeting, at $1 25	59 06	
	2 pounds carpet thread, at $1 25	2 50	
			85 31

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
J. C. McGuire & Co	Furniture, viz:		
	3 feather-dusters	$6 00	
	6 oak chairs	12 00	
	1 commode	10 00	
	Pitcher, basin, &c	3 50	
	1 pine table	3 00	
	4 umbrella-stands	18 00	
	12 oak arm-chairs	36 00	
	2 baize covered tables	7 50	
	Hire and cartage on 11½ dozen chairs	11 50	
	4 library chairs	24 00	
	1 dozen oak arm-chairs	36 00	
	98 spittoons: 48, at 75 cents; 36, at 62½ cents; 11, at $1 25; 3, at $1	75 25	
	4 umbrella-stands: 2, at $4 50; 2, at $4	17 00	
	3 dozen spittoons, at 62½ cents	22 50	
	1 dozen oak arm-chairs	36 00	
	1 oak chair	19 00	
	1 hat-tree	11 00	
	3 arm-chairs	57 00	
	1 bronze hat-tree	11 00	
	Do	11 00	
	21 spittoons: 12, at 75 cents; 9, at 62½ cents	14 63	
	1 dozen oak arm-chairs	36 00	
	½ dozen oak arm-chairs, French	15 00	
	1 iron hat-tree	10 00	
			$502 88
G. W. Dant	Fireman in the crypt of the Capitol, for January, 1859, 31 days, at $3	93 00	
	Half paid by the House of Representatives	46 50	
			46 50
Beals, Greene & Co	Newspapers		4 50
Gales & Seaton	Newspapers for office of the Secretary of the Senate		10 00
Pettibone & Boteler	Binding 1,778 copies Finance Report, 1857–58, at 10 cents per volume		177 80
J. F. Callan and A. W. Russell	8 copies Laws of the United States Navy and Marine Corps, at $4		32 00
B. F. De Bow	Newspapers		10 00

S. Siebert	Engraving on copper 1 map (2 pieces) of profiles of all the main routes surveyed for Report of the Survey of the Pacific Railroad	700 00	
	Less, 25 per cent	175 00	
		525 00	
	Cr.—By one half paid by the House of Representatives	262 50	
			262 50
S. Siebert	Engraving on copper 1 map (2 pieces) of profiles No. 1, 41st parallel, Captain Beckwith's route, No. 2, 38th and 39th parallels, Captain Gunnison's route, for Report of Pacific Railroad Survey	700 00	
	Less, 25 per cent	175 00	
		525 00	
	Cr.—By one half paid by the House of Representatives	262 50	
			262 50
C. W. Boteler	2 feather-dusters	4 00	
	4 dozen tumblers	8 00	
	2 brown pitchers	1 25	
	2 stone pitchers	1 25	
	4 chambers	4 00	
	6 basins and ewers	9 00	
	1 M. F. glass	2 50	
			30 00
Sam'l Bowles & Co	Newspapers		13 75
Hawley & Faxon	do		10 00
P. C. Sinding	do		2 00
G. M. Wight	Furniture, viz:		
	1 hat-tree, (Committee on the District of Columbia)	22 00	
	6 leather-covered chairs, at $22	132 00	
	2 large buff curtains and fixtures, at $7	14 00	
	3 arm-chairs, in leather, at $22, (Committee on Territories)	66 00	
	1 double desk, (Committee on Indian Affairs)	125 00	
	1 pedestal, (Committee on Territories)	100 00	
	1 lounge, (Committee on Territories)	45 00	
	1 lounge, (Committee on the Judiciary)	45 00	
	4 leather-covered chairs, at $22, (Committee on Territories)	88 00	
	1 hat-tree, (Committee on Indian Affairs)	22 00	
	3 chairs, in leather, at $22, (Committee on Indian Affairs)	66 00	
	3 oak revolving-chairs, at $10, (Committee on Indian Affairs)	30 00	
	1 committee table, (Committee on Territories)	45 00	
	1 large desk table, (Committee on Indian Affairs)	75 00	
			875 00

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
P. C. Sinding	Newspapers		$2 00
S. Foot	do		35 00
G. Vanderwerken	50 omnibus tickets		3 00
M. W. Cluskey	Newspapers		3 00
J. Collamer	do		20 00
D. Smith	do		37 50
Y. P. Page	Hack hire for use of Senate		20 00
John C. Rives	Reporting and publishing proceedings and debates of Senate, from December 7, 1858, to February 21, 1859, 798 127/256 columns, at $7 50		5,989 62
D. R. McNair	Hire of 4 wagons and horses, for February, 1859, 28 days, at $2	$224 00	
	2 saddle horses same time, at $1 50	84 00	
			308 00
D. Conroy	Hire of horse, for February, 1859, 28 days, at $2		56 00
H. Dodson	Laborer, carrying fuel, &c., for February, 1859, 28 days, at $1 20		33 60
C. W. C. Dunnington	Police of the Capitol, for February, 1859	72 50	
A. K. Arnold	do do	55 00	
S. J. Johnson	do do	55 00	
J. T. Ball	do do	55 00	
W. H. Thompson	do do	55 00	
Thomas C. Wells	do do	55 00	
R. D. Slater	do do	55 00	
F. Fritz	do do	55 00	
			457 50
C. Ivey	For son, as page, from February 1 to March 3, 31 days, at $2 40		74 40
C Eckloff	do do do		74 40
M. P. Monroe	do do do		74 40
A. Smith	do do do		74 40
John Fill	do do do		74 40
A. J. Hassler	do do do		74 40
C. M. B. Frailey	do do do		74 40
A. C. Lynch	do do do		74 40
J. P. Davidson	do do do		74 40
J. E. Potts	do do do		74 40
R. E. Jones	do do do		74 40
M. C. Fitzpatrick	do do do		74 40

J F. Callan	Clerk to Committee on Military Affairs.....from February 1 to March 3, 31 days, at $6...		186 00
E. T. Montague	Clerk to Committee on Foreign Relations.....do.....do		186 00
T. O. Chestney	Clerk to Committee on Commerce.....do.....do		186 00
A. W. Russell	Clerk to Committee on Naval Affairs.....do.....do		186 00
A. Ten Eyck	Clerk to Committee on Public Lands.....do.....do		186 00
T. P. Morgan	Clerk to Committee on the Judiciary.....do.....do		186 00
J. B. Chandler	Clerk to Committee on Territories.....do.....do		186 00
R. A. Mathews	Clerk to Committee on Revolutionary Claims.....do.....do		186 00
Wm. Burwell	Clerk to Committee on Private Land Claims.....do.....do		186 00
L. B. Dunn	Clerk to Committee on Indian Affairs.....do.....do		186 00
W. B. Gulick	Clerk to Committee on Patents.....do.....do		186 00
H. Woodward	Clerk to Committee on Post Offices and Post Roads....do.....do		186 00
W. P. Morras	Clerk to Committee on Pensions, from 1st to 3d March		18 00
G W. Dant	Fireman in crypt from 1st February to March 3, 1859, 31 days at $3	93 00	
	Half paid by House of Representatives	46 50	
			46 50
J. Boyd	Watchman in crypt, for February, 1859, at $800 per annum, half paid by Ho. of Reps....		33 33
J. Dodson	Washing 604 towels, at 6¼ cents		37 75
W. W. Wirt	Laborer, for February, 1859, 28 days, at $1 50		42 00
A. Jackson	.....do.....do		42 00
W. Roddy	.....do.....do		42 00
W. Washington	.....do.....do		42 00
Buell & Blanchard	Newspapers		30 00
J. Smith Homans, jr	.....do		5 00
W. Carr	Temporary clerk, for February, 1859, 28 days, at $4 80		134 40
S. Masi	Attending and repairing clocks in Senate and offices for 3 months ending, March 1, 1859....		50 00
Negbour & Bryan	100,000 buff laid envelopes, at $3 20	320 00	
	67,000 same, at $3 20	214 40	
			534 40
G. R. Smith	Newspapers		25 00
J. A. Kelly	.....do		5 00
Pettibone & Boteler	Binding 5,000 volumes message and documents, 1858-59, *abridgement*, at 10 cents		500 00
Weston & Coombs	Newspapers		3 00
Y. P. Page	Hack hire for Committee on Enrolled Bills, 2d session 35th Congress		115 00
W. P. Marras	1 mahogany table and desk for Committee on Pensions		75 00
F. G. Winston	Newspapers		22 50
G. N. Fitch	.....do		32 00
R. C. Morgan	Services as temporary clerk, engrossing and enrolling, 33 days, ending March 3, at $4 80 per day		158 40
Kerr & Co	Newspapers		12 50
C. Evans	Services as temporary clerk, engrossing and enrolling, 33 days, ending March 3, at $4 80.		158 40
W. R. Bradford	.....do.....do		158 40

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
P. King	Newspapers		$50 00
J. F Simmons	do		58 00
K. S. Bingham	do		37 50
C. Durkee	do		29 00
W. H. & O. H. Morrison	Books, viz:		
	1 Andrew's Digest, (Committee on Military Affairs and the Militia)	$3 00	
	1 Brightley's Digest do do	6 00	
	1 Naval Laws do do	4 00	
			13 00
M. French	Police of the Capitol for February, 1859	42 77	
F. Riley	do do	42 77	
J. P. Hamlin	do do	42 77	
J. N. Crockwell	do do	42 77	
J. S. McGee	do do	42 77	
G. F. Smallwood	do do	42 77	
			256 62
C. S. Jones	Hack hire for use of Senate		3 50
J. B. Thompson	Newspapers		50 00
C. E. Stuart	do		27 00
R. A. Matthews	Clerk to Committee on Revolutionary Claims, from 21st to 31st August, 1856, at $6 per day.	60 00	
	Clerk to Committee on Revolutionary Claims, from 4th to 10th March, 1859, at $6	42 00	
			102 00
Anthony Ten Eyck	Clerk to Committee on Public Lands, from 4th to 10th March, 1859, inclusive, 7 days, at $6		42 00
W. Y. Fendall	Clerk to Committee on the District of Columbia, from 1st February to 10th March, inclusive, 38 days, at $6		228 00
W. Carr	Services as temporary clerk, from 1st to 10th March, 1859, 10 days, at $4 80		48 00
T. O. Chestney	Clerk to Committee on Commerce, from 4th to 10th March, inclusive, 7 days, at $6		42 00
A. C. Lynch	For son, as page, from 4th to 10th March, inclusive, 7 days, at $2 40		16 80
M. C. Fitzpatrick	do do do		16 80
C. Eckloff	do do do		16 80
M. P. Monroe	do do do		16 80
A. Smith	do do do		16 80
J. Fill	do do do		16 80
A. J. Hassler	do do do		16 80
C M. B. Frailey	do do do		16 80

J. P. Davidson	....do....do....do		16 80
J. E. Potts	....do....do....do		16 80
R. E. Jones	....do....do....do		16 80
W. Jones	Postmaster, Washington, excess of postage on letters and packages for Senators, from January 1st to 10th March, 1859		41 04
J. Shields	Newspapers		50 00
W. M. Burwell	Clerk to Committee on Private Land Claims, from 4th to 10th March, 1859, 7 days, at $6		42 00
W. W. Wirt	Laborer, from 1st to 10th March, 1859, 7 days, at $1 50		15 00
T. P. Morgan	Clerk to Committee on the Judiciary, from 4th to 10th March, 1859, inclusive, 7 days, at $6		42 00
W. P. Morras	Clerk to Committee on Commerce....do....do		42 00
H. Woodward	Clerk to Committee on Post Offices and Post Roads....do....do		42 00
L. B. Dunn	Clerk to Committee on Indian Affairs....do....do		42 00
J. B. Chandler	Clerk to Committee on Territories....do....do		42 00
J. F. Callan	Clerk to Committee on Military Affairs....do....do		42 00
Van Evrie, Horton & Co	Newspapers		1 25
Pryor & Heiss	....do		92 25
J. F. Callan	....do		4 00
Pettibone & Boteler	Binding 6,200 copies abridgement of President's message and documents, at 10 cents		620 00
O. K. Barrel	Clerk to Committee on Public Buildings and Grounds, from February 1st to March 10th, 1857, 38 days, at $6		228 00
E. T. Montague	Clerk to Committee on Foreign Relations, from 4th to 10th March, 1859, inclusive, 7 days, at $6		42 00
W. Faxon	Newspapers		1 25
Gales & Seaton	....do		287 00
R. B. Griffin	Carpenter work, viz:		
	New lock on box, (Senate)	50	
	Removing map-rack, (Committee on Territories)	75	
	Large door key, west entrance	75	
	1 dozen filing awls and handles	4 50	
	Easing draw in office and in folding-room, and screwing up door, (Senate)	75	
	Large door key north side, 1 key clerk's table, and mending 2 locks	2 25	
	Moving desks, (Senate,) making screen, and covering for Vice President's chair, moving 2 desks, and putting on 4 labels, rigging flag, 1 new key Senate desks	5 25	
	Putting 2 new sets castors on chairs, (Judiciary room,) ditto, on chair in Senate	2 25	
	3 locks on boxes, putting screws on boxes, and moving desks	2 50	
	Base to case, (office)	1 75	
	Altering map-rack, (Committee on Post Offices and Post Roads)	9 44	
	Stand for press, (office)	3 50	
	Mending 2 chairs, (Committee on Post Offices and Post Roads)	1 50	
	Making 3 large map-racks, (Committees on Foreign Relations, Territories, and Indian Affairs)	129 30	
	103 packing boxes, (Senate)	283 25	
			448 24

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
F. Taylor	Newspapers		$15 37
F. Taylor	Books, viz:		
	2 copies American Almanac, 1859	$2 50	
	Almanach de Gotha, 1859	1 75	
	British Almanac and Companion	1 50	
	Royal Kalendar	2 25	
			8 00
Day & Clarke	Newspapers		1 25
W. Washington	Laborer, from 1st to 20th March, 1859, inclusive, 20 days, at $1 50		30 00
W. Roddy	....do....do....do		30 00
A. Jackson	....do....do....do		30 00
Estate of R. Farnham, deceased	Stationery, viz:		
	40 reams Bath letter paper, at $3	120 00	
	7 dozen portfolios, at $18	126 00	
	14 dozen ivory folders, at $3 75	52 50	
	50 dozen red tape, No. 23, at 27 cents	13 50	
	50 dozen red tape, No. 19, at 23 cents	11 50	
	600 dozen red tape, No. 13, at 13 cents	78 00	
	250 cards three-point pens, at 20 cents	50 00	
	50 cards U. spring pens, at 20 cents	10 00	
	2 dozen red ink, at $1 25	2 50	
	12 dozen transparent wafers, at 40 cents	4 80	
	10 boxes fancy wax, at $1 25	12 50	
	100 pounds black sand, at 4 cents	4 00	
	5 thousand cloth-lined envelopes, at $11	55 00	
	6 thousand embossed card envelopes, at $2 25	13 50	
	2 dozen letter balances, at $18	36 00	
	12¾ dozen penwipers, at $3 50	44 63	
	8½ reams buff letter paper, at $2 50	21 25	
	4 dozen penknives, at $13 50	54 00	
	1½ dozen letter balances, at $18	27 00	
	1½ thousand letter envelopes, at $3	4 50	
	3 dozen pearl folders, at $12 50	37 50	
	1 dozen gutta-percha rules	4 50	
	10 gross bank pens, at 60 cents	6 00	

	5 gross albata pens, at 60 cents	3 00	
	2 gross stenographic pens, at 75 cents	1 50	
	1 large flat inkstand	88	
	2 small inkstands	50	
	1 dozen reference files	1 25	
	2 pounds black rubber, at $1 25	2 50	
	6 pairs scissors, at $3 50	1 75	
	1 memorandum book	38	
	1 dozen four-blade penknives	13 50	
	2 reams blotting paper, at $4	8 00	
	3 dozen pearl folders, at $12 50	37 50	
	5 reams packet note paper, at $2 50	12 50	
	3 thousand extra large note envelopes, at $4	12 00	
	1 dozen letter files	1 50	
	1 Dowles' patent inkstand	1 00	
	3 dozen India-rubber pens	75	
	2 thousand white laid envelopes, No. 10, at $7 50	15 00	
	15 pair paper shears	15 00	
	½ dozen Dowles' patent inkstands	5 00	
	.....do.....do	5 00	
	5,000 white official envelopes, 5 by 10, made to pattern, at $9 50	47 50	
	1 dozen Dowles' patent inkstands	10 00	
	1 ream commercial post	3 50	
	500 envelopes	1 50	
	.....do	1 63	
	1 gold pen	2 50	
	2 dozen packs blank cards, at $2	4 00	
	1 gross penholders	2 25	
	48 dozen long point pens, gilt, at 16 cents	7 68	
	1 scrap book	1 25	
	10 reams white ruled cap, at $2 50	25 00	
	1 Arthur's patent portfolio	1 00	
	2,000 extra large letter envelopes, at $4	8 00	
	2 scrap books, at $1 25	2 50	
	5 reams packet note paper, at $2 50	12 50	
	12 dozen electro-gilt pens, at 16 cents	1 92	
	12 dozen bank pens	75	
	1 scrap book	1 00	
			1,062 17
Nairn & Palmer	7½ pounds sponge, $7 50; 3 combs, $1 50; 3 combs, $1 13	10 13	
	½ gross honey soap	9 00	
			19 13

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
P. C. Sinding	Newspapers		$2 00
S. Foot	....do		35 00
G. Vanderwerken	50 omnibus tickets		3 00
M. W. Cluskey	Newspapers		3 00
J. Collamer	....do		20 00
D. Smith	....do		37 50
Y. P. Page	Hack hire for use of Senate		20 00
John C. Rives	Reporting and publishing proceedings and debates of Senate, from December 7, 1858, to February 21, 1859, 798$\frac{137}{256}$ columns, at $7 50		5,989 62
D. R. McNair	Hire of 4 wagons and horses, for February, 1859, 28 days, at $2	$224 00	
	2 saddle horses same time, at $1 50	84 00	
			308 00
D. Conroy	Hire of horse, for February, 1859, 28 days, at $2		56 00
H. Dodson	Laborer, carrying fuel, &c., for February, 1859, 28 days, at $1 20		33 60
C. W. C. Dunnington	Police of the Capitol, for February, 1859	72 50	
A. K. Arnold	....do....do	55 00	
S. J. Johnson	....do....do	55 00	
J. T. Ball	....do....do	55 00	
W. H. Thompson	....do....do	55 00	
Thomas C. Wells	....do....do	55 00	
R. D. Slater	....do....do	55 00	
F. Fritz	....do....do	55 00	
			457 50
C. Ivey	For son, as page, from February 1 to March 3, 31 days, at $2 40		74 40
C Eckloff	....do....do....do		74 40
M. P. Monroe	....do....do....do		74 40
A. Smith	....do....do....do		74 40
John Fill	....do....do....do		74 40
A. J. Hassler	....do....do....do		74 40
C. M. B. Frailey	....do....do....do		74 40
A. C. Lynch	....do....do....do		74 40
J. P. Davidson	....do....do....do		74 40
J. E. Potts	....do....do....do		74 40
R. E. Jones	....do....do....do		74 40
M. C. Fitzpatrick	....do....do....do		74 40

J F. Callan	Clerk to Committee on Military Affairs.....from February 1 to March 3, 31 days, at $6...		186 00
E. T. Montague	Clerk to Committee on Foreign Relations.....do.....do.....		186 00
T. O. Chestney	Clerk to Committee on Commerce.....do.....do.....		186 00
A. W. Russell	Clerk to Committee on Naval Affairs.....do.....do.....		186 00
A. Ten Eyck	Clerk to Committee on Public Lands.....do.....do.....		186 00
T. P. Morgan	Clerk to Committee on the Judiciary.....do.....do.....		186 00
J. B. Chandler	Clerk to Committee on Territories.....do.....do.....		186 00
R. A. Mathews	Clerk to Committee on Revolutionary Claims.....do.....do.....		186 00
Wm. Burwell	Clerk to Committee on Private Land Claims.....do.....do.....		186 00
L. B. Dunn	Clerk to Committee on Indian Affairs.....do.....do.....		186 00
W. B. Gulick	Clerk to Committee on Patents.....do.....do.....		186 00
H. Woodward	Clerk to Committee on Post Offices and Post Roads ....do.....do.....		186 00
W. P. Morras	Clerk to Committee on Pensions, from 1st to 3d March.....		18 00
G W. Dant	Fireman in crypt from 1st February to March 3, 1859, 31 days at $3.....	93 00	
	Half paid by House of Representatives.....	46 50	
			46 50
J. Boyd	Watchman in crypt, for February, 1859, at $800 per annum, half paid by Ho. of Reps....		33 33
J. Dodson	Washing 604 towels, at 6¼ cents.....		37 75
W. W. Wirt	Laborer, for February, 1859, 28 days, at $1 50.....		42 00
A. Jackson	.....do.....do.....		42 00
W. Roddy	.....do.....do.....		42 00
W. Washington	.....do.....do.....		42 00
Buell & Blanchard	Newspapers.....		30 00
J. Smith Homans, jr	.....do.....		5 00
W. Carr	Temporary clerk, for February, 1859, 28 days, at $4 80.....		134 40
S. Masi	Attending and repairing clocks in Senate and offices for 3 months ending, March 1, 1859....		50 00
Negbour & Bryan	100,000 buff laid envelopes, at $3 20.....	320 00	
	67,000 same, at $3 20.....	214 40	
			534 40
G. R. Smith	Newspapers.....		25 00
J. A. Kelly	.....do.....		5 00
Pettibone & Boteler	Binding 5,000 volumes message and documents, 1858–59, *abridgement*, at 10 cents.....		500 00
Weston & Coombs	Newspapers.....		3 00
Y. P. Page	Hack hire for Committee on Enrolled Bills, 2d session 35th Congress.....		115 00
W. P. Marras	1 mahogany table and desk for Committee on Pensions.....		75 00
F. G. Winston	Newspapers.....		22 50
G. N. Fitch	.....do.....		32 00
R. C. Morgan	Services as temporary clerk, engrossing and enrolling, 33 days, ending March 3, at $4 80 per day.....		158 40
Kerr & Co	Newspapers.....		12 50
C. Evans	Services as temporary clerk, engrossing and enrolling, 33 days, ending March 3, at $4 80.....		158 40
W. R. Bradford	.....do.....do.....		158 40

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
P. King	Newspapers		$50 00
J. F Simmons	....do		58 00
K. S. Bingham	....do		37 50
C. Durkee	....do		29 00
W. H. & O. H. Morrison	Books, viz:		
	1 Andrew's Digest, (Committee on Military Affairs and the Militia)	$3 00	
	1 Brightley's Digest....do....do	6 00	
	1 Naval Laws....do....do	4 00	
			13 00
M. French	Police of the Capitol for February, 1859	42 77	
F. Riley	....do....do	42 77	
J. P. Hamlin	....do....do	42 77	
J. N. Crockwell	....do....do	42 77	
J. S. McGee	....do....do	42 77	
G. F. Smallwood	....do....do	42 77	
			256 62
C. S. Jones	Hack hire for use of Senate		3 50
J. B. Thompson	Newspapers		50 00
C. E. Stuart	....do		27 00
R. A. Matthews	Clerk to Committee on Revolutionary Claims, from 21st to 31st August, 1856, at $6 per day.	60 00	
	Clerk to Committee on Revolutionary Claims, from 4th to 10th March, 1859, at $6	42 00	
			102 00
Anthony Ten Eyck	Clerk to Committee on Public Lands, from 4th to 10th March, 1859, inclusive, 7 days, at $6		42 00
W. Y. Fendall	Clerk to Committee on the District of Columbia, from 1st February to 10th March, inclusive, 38 days, at $6		228 00
W. Carr	Services as temporary clerk, from 1st to 10th March, 1859, 10 days, at $4 80		48 00
T. O. Chestney	Clerk to Committee on Commerce, from 4th to 10th March, inclusive, 7 days, at $6		42 00
A. C. Lynch	For son, as page, from 4th to 10th March, inclusive, 7 days, at $2 40		16 80
M. C. Fitzpatrick	....do....do....do		16 80
C. Eckloff	....do....do....do		16 80
M. P. Monroe	....do....do....do		16 80
A. Smith	....do....do....do		16 80
J. Fill	....do....do....do		16 80
A. J. Hassler	....do....do....do		16 80
C M. B. Frailey	....do....do....do		16 80

	24 yards black silk, at 75 cents		18 00	
	6 pieces ribbon, at 62½ cents		3 75	
	7⅓ dozen gentlemen's black kid gloves, at $15		110 00	
	1 dozen black silk gloves		12 00	
	8 boxes crape, $6		48 00	
			215 59	
	Cr.—By 27 pairs of kid gloves, at $1 25	$33 75		
	⅓ dozen silk gloves, at $12	7 00		
	2 boxes crape, at $6	12 00		
			52 75	
				162 84
S. DeCamp	Ruling, &c., viz:			
	Lettering 2 volumes American Almanac		50	
	Cutting index through book		50	
	Side lettering for same		50	
	Printing 11 quires acts, at 50 cents		5 50	
	Ruling 3 reams Bath post, at 75 cents		2 25	
	Ruling and binding 6 quires cap		1 50	
	3 morocco projecting tabs, at 50 cents		1 50	
	Printing 50 parchments, "acts," at 10 cents		5 00	
	Cutting index in 2 scrap books		50	
	Side lettering for same		1 00	
	Side lettering for cap book		50	
	Lettering 2 volumes Daily Globe		50	
	Ruling and binding 24 cap index books		24 00	
	Ruling and binding 4 cap index books, 3 indexes each, at $1		12 00	
	12 morocco projecting tabs for same, at 50 cents		6 00	
	Ruling and binding 2 books, 2 indexes each, at 50 cents		6 00	
	4 morocco projecting tabs for same		2 00	
	Side lettering for same		3 00	
	4 quires medium ruled, and binding (Committee of Claims,) at $2		8 00	
	Side lettering for same		50	
				81 25
S DeCamp	Binding, viz:			
	Binding 2 copies Report of the Postmaster General		1 00	
	Binding Naval Contracts, &c		75	
	Binding Daily Globe, 1858, parts 1 and 2		7 00	
				8 75
John Reese	Gas fixtures, viz:			
	3 5-light chandeliers, at $15 each, (Secretary's office)		45 00	
	15 heavy double-swing backets, at $3		45 00	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
F. Taylor	Newspapers		$15 37
F. Taylor	Books, viz:		
	2 copies American Almanac, 1859	$2 50	
	Almanach de Gotha, 1859	1 75	
	British Almanac and Companion	1 50	
	Royal Kalendar	2 25	
			8 00
Day & Clarke	Newspapers		1 25
W. Washington	Laborer, from 1st to 20th March, 1859, inclusive, 20 days, at $1 50		30 00
W. Roddy	....do....do....do		30 00
A. Jackson	....do....do....do		30 00
Estate of R. Farnham, deceased	Stationery, viz:		
	40 reams Bath letter paper, at $3	120 00	
	7 dozen portfolios, at $18	126 00	
	14 dozen ivory folders, at $3 75	52 50	
	50 dozen red tape, No. 23, at 27 cents	13 50	
	50 dozen red tape, No. 19, at 23 cents	11 50	
	600 dozen red tape, No. 13, at 13 cents	78 00	
	250 cards three-point pens, at 20 cents	50 00	
	50 cards U. spring pens, at 20 cents	10 00	
	2 dozen red ink, at $1 25	2 50	
	12 dozen transparent wafers, at 40 cents	4 80	
	10 boxes fancy wax, at $1 25	12 50	
	100 pounds black sand, at 4 cents	4 00	
	5 thousand cloth-lined envelopes, at $11	55 00	
	6 thousand embossed card envelopes, at $2 25	13 50	
	2 dozen letter balances, at $18	36 00	
	12¾ dozen penwipers, at $3 50	44 63	
	8½ reams buff letter paper, at $2 50	21 25	
	4 dozen penknives, at $13 50	54 00	
	1½ dozen letter balances, at $18	27 00	
	1½ thousand letter envelopes, at $3	4 50	
	3 dozen pearl folders, at $12 50	37 50	
	1 dozen gutta-percha rules	4 50	
	10 gross bank pens, at 60 cents	6 00	

	1 4-light.....do.....do		
	6 2-joint brackets, at $2....do	13 50	
	1 1-joint bracket.....do	12 00	
	1 5-light chandelier (Committee on the District of Columbia)	1 00	
	2 2-joint brackets, at $2.....do	15 00	
	2 1-joint brackets, at $1.....do	4 00	
	1 10-light chandelier (folding room)	2 00	
	2 2-joint brackets, at $2.....do	21 00	
	2 1-joint brackets, at $1.....do	4 00	
	32 days gas fitter and help, at $4	2 00	
	2 5-light chandeliers, at $15 (Claims and Indian Affairs)	128 00	
	10 1-joint brackets, at $1.....do	30 00	
	4 2-light pendants, at $3 (storage room)	10 00	
	Water, gas, and cooking fixtures, for Senate refreshment room	12 00	
		316 50	
			1,234 00
S. Siebert	Engraving on steel 1 landscape and 5 panoramic views to illustrate reports Pacific Railroad Surveys, viz :		
	1 landscape, "Humboldt Pass"	200 00	
	1 panoramic view, "Valley of the Humboldt river"	500 00	
	1 panoramic view, "Valley of the Mud Lakes"	500 00	
	1 panoramic view, "Madelaine Pass"	500 00	
	1 panoramic view, "Goshoot Passage"	500 00	
	1 panoramic view, "Northern slope of the Sierra Nevada"	500 00	
		2,700 00	
	Less 25 per cent. reserved	675 00	
		2,025 00	
	Cr. by one half paid by House of Representatives	1,012 50	
			1,012 50
Stuart, Durnett & Co	Newspapers		2 50
W. H. & O. H. Morrison	.....do		2 50
D. E. Morritz	.....do		20 00
B. H. Richardson & Co	Advertising proposals for lithographing		6 75
J. C. Rives	Reporting and publishing the proceedings and debates of the Senate from February 22 to March 24, 1859, inclusive, 576$\frac{33}{100}$ columns, at $7 50		4,324 91
J H. Camp	Transferring and printing the following maps to accompany the Coast Survey Report, for 1857, viz :		
	Map No. 7, printing 7,620 copies, at $2 50 per hundred	190 50	
	Map No. 26–27, printing 7,620 copies, at $1 per hundred	76 20	
	Map No. 53, printing 7,620 copies, at 75 cents per hundred	57 15	
			323 85

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Bingham & Doughty	Newspapers		$1 50
A. W. Russell	Clerk to Committee on Naval Affairs, from 4th to 10th March, 1859, 7 days, at $6		42 00
Crosby, Nichols & Co	Newspapers		59 00
E. G. Eastman & Co	do		1 25
R. W. Gibbs	do		1 50
Selmar Siebert	Engraving on copper, maps, No. 1, from the valley of Green river to Great Salt Lake, Captain Beckwith's route, for Report of Pacific Railroad Survey	$1,625 00	
	Less 25 per cent. reserved	406 25	
		1,218 75	
	Cr. by this amount paid by House of Representatives	609 37	
			609 38
Taylor & Maury	Stationery, viz:		
	Large copying press	10 50	
	Copying letter book	2 75	
	Board for letter book	37	
	Sponge for letter book	50	
	10 reams cap	25 00	
	2 pounds fine English wax, at $1 45	2 90	
			42 02
E. Morwits	Publishing in the Pennsylvanian "proposals for lithographing"		5 61
Van Evrie, Horton & Co	Publishing in the New York Day Book "proposals for lithographing"		6 75
De Wolf & Gilbert	Newspapers		10 00
J. F. Callan	4 copies Military and Naval Laws for Committees on Revolutionary Claims, Post Offices and Post Roads, Patents and the Patent Office, and Pensions, at $4		32 00
S. Siebert	Engraving on copper, map, No. 1, routes in Oregon and California, from San Francisco bay to the northern boundary of California, Lieutenant Williamson's route, for Report of Pacific Railroad Survey	$1,500 00	
	Less 25 per cent. reserved	375 00	
		1,125 50	
	Cr. one half paid by House of Representatives	562 50	
			562 50
Joseph W. Syme	Newspapers		8 00

	1 4-light.....do.....do.....		
	6 2-joint brackets, at $2....do.....	13 50	
	1 1-joint bracket.....do.....	12 00	
	1 5-light chandelier (Committee on the District of Columbia)	1 00	
	2 2-joint brackets, at $2.....do.....	15 00	
	2 1-joint brackets, at $1.....do.....	4 00	
	1 10-light chandelier (folding room).....	2 00	
	2 2-joint brackets, at $2.....do.....	21 00	
	2 1-joint brackets, at $1.....do.....	4 00	
	32 days gas fitter and help, at $4.....	2 00	
	2 5-light chandeliers, at $15 (Claims and Indian Affairs).....	128 00	
	10 1-joint brackets, at $1.....do.....	30 00	
	4 2-light pendants, at $3 (storage room).....	10 00	
	Water, gas, and cooking fixtures, for Senate refreshment room.....	12 00	
		316 50	
			1,234 00
S. Siebert.....	Engraving on steel 1 landscape and 5 panoramic views to illustrate reports Pacific Railroad Surveys, viz :		
	1 landscape, "Humboldt Pass".....	200 00	
	1 panoramic view, "Valley of the Humboldt river".....	500 00	
	1 panoramic view, "Valley of the Mud Lakes".....	500 00	
	1 panoramic view, "Madelaine Pass".....	500 00	
	1 panoramic view, "Goshoot Passage".....	500 00	
	1 panoramic view, "Northern slope of the Sierra Nevada".....	500 00	
		2,700 00	
	Less 25 per cent. reserved.....	675 00	
		2,025 00	
	Cr. by one half paid by House of Representatives.....	1,012 50	
			1,012 50
Stuart, Durnett & Co	Newspapers.....		2 50
W. H. & O. H. Morrison.....	.....do.....		2 50
D. E. Morritz	.....do.....		20 00
B. H. Richardson & Co.....	Advertising proposals for lithographing.....		6 75
J. C. Rives	Reporting and publishing the proceedings and debates of the Senate from February 22 to March 24, 1859, inclusive, 576$\frac{133}{360}$ columns, at $7 50		4,324 91
J H. Camp.....	Transferring and printing the following maps to accompany the Coast Survey Report, for 1857, viz :		
	Map No. 7, printing 7,620 copies, at $2 50 per hundred.....	190 50	
	Map No. 26–27, printing 7,620 copies, at $1 per hundred	76 20	
	Map No. 53, printing 7,620 copies, at 75 cents per hundred.....	57 15	
			323 85

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
A. Sergeant	Binding, first session Thirty-fifth Congress, viz:		
	100 copies, volume 15, Senate documents, 4to., sheep, at 78 cents	$78 00	
	270 copies, volume 15, Senate documents, 4to., calf, at $1 20	324 00	
			$402 00
J. H. Richard	Newspapers		26 00
Y. T. Page	Hack hire for funeral of Hon. A. V. Brown, Postmaster General		75 00
James C. McGuire	Binding 445 copies of Report of Pacific Railroad Survey, volume 9, at 75 cents		333 75
J. Stevens & Co	Advertising proposals for lithographing	5 61	
	Advertising proposals for lithographic and wood engraving	15 75	
			21 36
Prentice, Henderson & Osborne	Newspapers		11 50
D. R. McNair	Hire of 4 horses and wagons for the month of April, 1859, 30 days, at $2 each		240 00
D. Conroy	Hire of horse for April, 1859, 30 days, at $1 50 per day		45 00
H. Dodson	Laborer, for April, 1859, 30 days, at $1 20		36 00
C. W. C. Dunnington	Police of the Capitol, for April, 1859	72 50	
A. K. Arnold	do	55 00	
S. J. Johnson	do	55 00	
J. T. Ball	do	55 00	
W. H. Thompson	do	55 00	
Thomas C. Wells	do	55 00	
R. D. Slater	do	55 00	
F. Fritz	do	55 00	
F. Reilly	do	45 83	
J. P. Hamlin	do	45 83	
M. French	do	45 83	
J. S. Magee	do	45 83	
J. N. Crockwell	do	45 83	
G. F. Smallwood	do	45 83	
			732 48
W. W. Wirt	For services, as page, for April, 1859, 30 days, at $2 40		72 00
C. Ivey	For son, as page, for April, 1859, 30 days, at $2 40		72 00
G. W. Dant	Attending furnaces in the crypt, for April, 1859, 30 days, at $3	90 00	
	Half paid by House of Representatives	45 00	
			45 00

J. Boyd	Watchman, in crypt, for April, 1859, at $800 per annum (half paid by the House of Representatives		33 33
R. Carter	Laborer, for April, 1859, 26 days, at $1 20, and 4 days in March, at $1 20		36 00
C. Wendell	Newspapers (office of the Secretary of the Senate)		11 34
C. Bohn	1 map of Washington, for Committee on Public Buildings		5 00
R. B. Griffin	Carpenter work, viz :		
	2 pad locks, for wood vault	1 75	
	1 night lock (Committee on Finance)	2 25	
	3 door keys, for water closet	2 25	
	2 step ladders (office)	10 00	
	Key for box	25	
	Moving slat floor and putting up slat petition (folding room)	10 82	
	Set of pigeon holes (office)	4 26	
	Moving mahogany cases to new building, viz :		
	R. B. Griffin, 25 days, at $2 50	62 50	
	F. Johnson, 25 days, at $2	50 00	
	Wayson, 13 days, at $2	26 00	
	Materials used for cases, viz :		
	30 two-inch screws	75	
	5 gross ¾-inch screws	85	
	Nails and sprigs	1 06	
	140 feet pine, for shelves and carpet strips	7 00	
	6 feet mahogany	1 50	
	10 packing boxes (Senate)	27 50	
			208 74
Little, Brown & Co	Books, viz :		
	3 copies, 10th United States Statutes, at $3 50	10 50	
	1 copy, 13th and 14th United States Statutes	9 00	
	1 copy, 15th United States Statutes	8 00	
			27 50
Nesbaur & Bryan	Stationery, viz :		
	51½ M. buff-laid heavy envelopes, at $3 20	164 80	
	20½ M. buff-laid heavy envelopes, at $2 75	56 38	
			221 18
John C. Rives	5,802 copies Congressional Globe and Appendix, 2d session 35th Congress, at $3		17,406 00
Adeline Sergeant	Binding, 1st session 35th Congress, viz :		
	94 copies, volume 15, Senate documents, 4to., calf, at $1 20	112 80	
	250 copies, volume 15, Senate documents, 4to., sheep, at 78 cents	195 00	
			307 80
Julius Bean	Engraving on stone and printing, viz :		
	Map of Potomac river and great falls, 2,100 copies	30 00	
	Map of East Nebish rapids, 2,100 copies	80 00	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Julius Bean—Continued	Map of Red river near the raft, 2,100 copies	$110 00	
		220 00	
	Cr., by one half paid by House of Representatives	110 00	
			$110 00
John C. Rives	For excess of one cent for every 5 pages, "on 5,802 copies of the Congressional Globe and Appendix, for the 2d session 35th Congress, exceeding 1,500 pages," "including the indexes and laws of the United States, which make 2,156 pages—excess on 656 pages		7,612 22
W. B. Gulick	Clerk to Committee on Patents from 4th to 10th March, 1859—7 days, at $6		42 00
Pettibone & Boteler	Binding, (35th Congress, 2d session,) viz:		
	392 copies Report of Commissioner of Indian Affairs, 1858, at 10 cents per copy	39 20	
	2,392 copies Mechanical Patent Office Report, 1858, part 1, at 10 cents	239 20	
			278 40
W. D. Wallach	Publishing "proposals for lithographing and engraving on wood"		28 00
D. R. McNair	Hire of 3 horses and wagons for May, 1859, 31 days, at $2	186 00	
	Hire of 1 horse and wagon 16 days in May, at $2	32 00	
			218 00
D. Conroy	Hire of horse for May, 1859, 31 days, at $1 50		46 50
C. W. C. Dunnington	Police of Capitol for May, 1859	72 50	
A. K. Arnold	do do	55 00	
S. J. Johnson	do do	55 00	
J. T. Ball	do do	55 00	
W. H. Thompson	do do	55 00	
Thomas C. Wells	do do	55 00	
R. D. Slater	do do	55 00	
F. Fritz	do do	55 00	
J. P. Hamlin	do do	45 83	
F. Reilly	do do	45 83	
J S. Magee	do do	45 83	
M. French	do do	45 83	
G. F. Smallwood	do do	45 83	
J. N. Crockwell	do do	45 83	
			732 48
W. W. Wirt	Services as page, for May, 1859, 31 days, at $2 40		74 40
C. Ivey	For son, as page, for May, 1859, 31 days, at $2 40		74 40

G. W. Dant	Attending furnaces in crypt for May, 1859, 31 days at $3	93 00	
	Cr. by one half paid by House of Representatives	46 50	
			46 50
J. Boyd	Watchman in crypt for May, 1859, at $800 per annum, (half paid by House of Representatives)		33 33
H. Dodson	Laborer for May, 1859, 31 days, at $1 20		37 20
R. Carter	....do....do		37 20
Clagett & May	7¼ yards green silk, at 75 cents	5 62	
	3½....do....do	2 81	
	7¾ yards blue cloth, at $4	31 00	
	4 dozen wide twilled tape, at $1 25	5 00	
	30....do....do	37 50	
	13 yards wide brown sheeting, at 35 cents	4 55	
			86 48
Herline & Hensel	Engraving and printing maps accompanying message and documents, viz:		
	2,000 copies geo'l sections Guadalupe mountains	14 00	
	2,000 copies sketch of the vicinity of artesian well	24 00	
	3,000 copies diagram of sunk lands	12 50	
	3,000 copies map of surveys in Wisconsin	30 00	
	2,100 copies surveys on Lake Huron	34 80	
	3,000 copies surveys in New Mexico	55 00	
		170 30	
	Cr., by one half paid by House of Representatives	85 15	
			85 15
J. Dodson	54 buckets paste, use of folding-room, at $1		54 00
E. Ketterlinus	Engraving on stone and printing 2,100 copies of map G, No. 32, Chicago harbor and bay	152 50	
	Cr., by one half paid by House of Representatives	76 25	
			76 25
Pettibone & Boteler	Binding 483 copies Coast Survey Report, 1st session 35th Congress, at 60 cents	289 80	
	6½ reams of paper, for waste leaves for ditto, at $4 50	27 00	
			316 80
R. B. Griffin	Carpenters' work, viz:		
	Repairing 4 locks to cases, (office)	1 00	
	2 packing-boxes for Senate	5 50	
	Cutting out cases for registers, (office)	5 50	
	51 new keys and 3 brass locks to cases, and fitting keys	19 61	
	1 scrubbing-brush and handle, (Senate)	87	
	Repairing 2 locks, (store-room)	1 00	
	1 small step-ladder, (cloak-room)	3 00	
	Cutting ou partition, (office)	50	
	5 mahogany desk tops, (Senate)	36 00	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
R. B. Griffin—Continued	Putting up slat-work in cellar	$6 75	
	Putting up shelving, drawers, and doors in store-room	96 72	
	Lock, hinges, and top for box	1 25	
			$177 70
A. Sergeant	Binding, 1st session 35th Congress, viz:		
	160 copies volume 15 Senate Docs., 4to, sheep, at 78 cents	124 80	
	70 copies House Journal, 2d session 35th Congress, calf, at 60 cents	42 00	
	6 reams paper for guards for Coast Survey Report, at $6 75	40 50	
			207 30
J. Contnor	Taking up and tacking down carpet in Senate chamber	5 00	
	Taking up, cleaning, and packing away carpets in eighteen committee rooms, and replacing furniture, at $3 50 each	63 00	
			68 00
Van Ingen & Snyder	Engraving 2 wood-cuts for Senate Executive documents 14 and 26, at $5 25 each		10 50
S. Masi	Attending clocks in all the offices of the Senate for three months ending June 1, 1859		50 00
Pettibone & Boteler	Binding 2,940 volumes Mechanical Patent Office Report 1858, part 1, at 10 cents		294 00
Barnes & Mitchell	811¾ yards Brussels carpet, at $1 12	913 22	
	5 pounds carpet thread, at $1	5 00	
			918 22
Gales & Seaton	Advertising "proposals for stationery"		73 12
Pettibone & Boteler	Binding 2,372 copies Patent Office Report, part 1, 1858, at 10 cents		237 20
J F. Callan	1 copy Military Laws, and 1 copy Naval Laws, at $4 each, (Committee on Claims)		8 00
A. E. & F. L. Burr	Newspapers		5 00
W. Smith	Engraving on stone, and printing 3,000 copies "map of Washington Territory, west of the Rocky mountains"	73 32	
	Cr. by one half paid by House of Representatives	36 66	
			36 66
A. Best	200 folio envelopes	20 00	
	1,000 No. 7 envelopes	8 00	
			28 00
C. Wendell	Publishing "proposals for lithographic printing"	16 50	
	Publishing "proposals for engraving and lithographic printing"	9 50	
	Publishing "proposals for lithographic printing"	15 75	
	Publishing "proposals for lithographing"	13 38	

	Publishing "proposals for lithographing and engraving on wood"	27 63	
		82 76	
	Cr. by one half paid by House of Representatives	41 38	
			41 38
Pettibone & Boteler	Binding 2,296 copies Patent Office Report, 1858, mechanical, part 1, at 10 cents		229 60
W. D. Wallach	Publishing "proposals for stationery"		82 50
Pryor & Heiss	do do		74 12
Myer Phineas	Stationery, viz:		
	74 dozen round black lead pencils, (1 and 2,) at 25 cents	18 50	
	24 dozen round red and blue pencils, at 75 cents	18 00	
	50 dozen large barrel pens, No. 48, at 20 cents	10 00	
	50 dozen large barrel pens, No. 49, at 22 cents	11 00	
	60 dozen small barrel pens, No. 334, at 11 cents	6 60	
	100 dozen New York commercial pens, in cards, at 15 cents	15 00	
	60 dozen imitation gilt pens, in cards, at 14 cents	8 40	
	25 dozen double spring pens, in cards, at 16 cents	4 00	
	100 dozen Jenny Lind gilt pens, in cards, at 22 cents	22 00	
	72 dozen platina commercial, long point pens, at 20 cents per gross	1 20	
	60 dozen albata pens, long point, at 22 cents per gross	1 10	
	60 dozen elastic pens, No. 27, at 33 cents	1 65	
	12 dozen fountain pens	1 26	
	51 dozen 3-point pens, 3 dozen in a box, at 14 cents	7 14	
	72 dozen other steel pens, at 6 cents	4 32	
	4 dozen fancy pearl and silver penholders, flat, at $6	24 00	
	1 dozen glass inkstands, at 52½ cents	6 30	
	4 dozen fancy pearl and silver penholders, round, at $5	20 00	
	2 dozen propelling pencils, No. 1, 4-inch, at $1 75	3 50	
			183 97
Gales & Seaton	Publishing "proposals for wood," 3 squares	8 25	
	Publishing "proposals for monuments"	1 50	
			9 75
J. Contnor	Making 790 yards carpeting, at 20 cents	158 00	
	Putting down 2 under carpets, at $5	10 00	
			168 00
Pettibone & Boteler	Binding 3,528 copies Mechanical Patent Office Report, 1858, part 2, at 10 cents per volume		352 80
C. W. Boteler	5 revolving mahogany chairs	50 00	
	1 mahogany desk	20 00	
	12 soap boxes	7 50	
	3 dozen tumblers	6 75	
	1 dozen brown spittoons	7 50	
			91 75

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
D. Conroy	Hire of horse, for use of Senate, for June, 1859, 30 days, at $1 50		$45 00
C. W. C. Dunnington	Police of the Capitol, for June, 1859	$72 50	
A. K. Arnold	do	55 00	
S. J. Johnson	do	55 00	
W. H. Thompson	do	55 00	
James T. Ball	do	55 00	
Thos. C. Wells	do	55 00	
R. D. Slater	do	55 00	
F. Fritz	do	55 00	
F. Reilly	do	45 83	
J. P. Hamlin	do	45 83	
J. S. Magee	do	45 83	
G. F. Smallwood	do	45 83	
M. French	do	45 83	
J. N. Crockwell	do	45 83	
			732 48
C. Ivey	For son, as page, for June, 1859, 30 days, at $2 40		72 00
W. W. Wirt	do		72 00
Geo. W. Dant	Attending furnaces in the crypt, for June, 1859, 30 days, at $3	90 00	
	Half paid by House of Representatives	45 00	
			45 00
J. Boyd	Watchman in the crypt, for June, 1859, at $800 per annum, (half paid by House of Representatives)		33 33
H. Dodson	Laborer, carrying books, &c., for June, 1859, 30 days, at $1 20		36 00
D. R. McNair	Hire of 3 horses and wagons, for June, 1859, 30 days, at $2		180 00
Pettibone & Boteler	Binding 3,136 copies Mechanical Patent Office Report, 1858, part 2, at 10 cents		313 60
C. Wendell	Newspapers		233 25
J. Shillington	do		525 88
J. Shillington	Dies, viz:		
	2 dies, (large,) at $2 50	5 00	
	2 dies, (small,) at $2	4 00	
	1 quart bottle blue ink	10 00	
	7 dies, (large,) at $2 50	17 50	
			36 50
J Dodson	Washing 423 towels, for use of Senate, at 6¼ cents each		26 44

Pettibone & Boteler	Binding 3,316 copies Patent Office Report, (mechanical,) 1858, part 2, at 10 cents		331 60
Y. P. Page	Amount paid for hack hire, &c., use of Senate		20 00
A. Sergeant	Binding 2d session 35th Congress, viz:		
	496 copies Senate Journal, calf, at 60 cents	297 60	
	510 copies Senate Journal, sheep, at 39 cents	198 90	
	366 copies reports, calf, at 60 cents	219 60	
	510 copies reports, sheep, at 39 cents	198 90	
			915 00
Charles Lemon	For 21 volumes Senate documents, first session 35th Congress, at 60 cents	12 60	
	2 volumes Senate documents, first session 35th Congress, quarto, at $1 20	2 40	
			15 00
S. Siebert	Engraving on copper, map, and profile No. 1, from the Red river to the Rio Grande, Captain Pope's route, to accompany the report of the Pacific Railroad Survey	1,500 00	
	Less 25 per cent	375 00	
		1,125 00	
	Cr. by one half paid by House of Representatives	562 50	
			562 50
C. Wendall	Printing, viz:		
	Ruling, feint and red, 100 abstracts	50	
	120 account current	30	
	240 resolutions	60	
	230 orders	58	
	Mounting on boards and stringing 50 resolutions, at 10 cents	5 00	
	Mounting on boards and stringing 60 notices, at 10 cents	6 00	
	Ruling 230 resolutions	57	
	Ruling 230 resolutions	58	
			14 13
Taylor & Maury	Stationery, viz:		
	100 thousand document envelopes, at $3 20	320 00	
	2 reams commercial post, ruled, at $4 50	9 00	
	2 reams commercial post, plain, at $4 50	9 00	
	20 reams Bath post, gilt, ruled, at $3 50	70 00	
	2 reams pink blotting paper, at $3 50	7 00	
	8 dozen ivory wafer stamps, at $4 50	36 00	
	10 reams amber note, at $2 10	21 00	
	1 dozen letter clips	4 00	
	10 pounds wafers, small boxes, at 65 cents	6 50	
	2 dozen mucilage, at $1 85	3 70	
	30 thousand white envelopes, (class 121,) at $3 40	102 00	
	25 thousand white envelopes, (class 117,) at $6 15	153 75	
			741 95

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Pettibone and Boteler	Binding 2,037 copies Smithsonian Report, 1858, at 10 cents	203 70	
	20 copies Mechanical Patent Office Report, 1858, volume 2, at 10 cents	2 00	
			205 70
Bowne & Co	Stationery, viz:		
	2 reams white commercial post, ruled, at $2 74	5 48	
	10 reams small size white letter, plain, at $3 74	37 40	
	6 dozen sheets thick blotting paper, at 58 cents	3 48	
	6 dozen letter file boards, at $1 15	6 90	
	12 dozen propelling pencils, with box of leads for each, at $3 75	45 00	
	2 dozen pieces silk taste	3 36	
	60 pieces India rubber bands, 1 inch wide	13 80	
	600 pieces red tape, No. 13, at 12½ cents	75 00	
			190 42
Selmar Siebert	Engraving on copper and steel all the maps, sections, profiles, panoramic views, and landscapes, to illustrate the 11th volume of Reports of Pacific Railroad Surveys, as per contract	44,100 00	
	Deduct this amount, being for two landscapes withdrawn and not engraved, at $200 each	400 00	
		43,700 00	
	Deduct this amount, being the sum paid by the Secretary of the Senate and Clerk of the House of Representatives	32,943 75	
	Balance due	10,756 25	
	Cr. by half paid by House of Representatives	5,378 12½	
			5,378 12
S. De Camp	Ruling, &c., viz:		
	Cutting index through book	50	
	Side lettering for same	50	
	Ruling and binding four quires folio post	2 50	
	Binding Congressional Directory, 1845 to 1858	1 00	
	Binding 3 quires cap index	1 50	
	Binding 1 quire .....do	1 00	
	Lettering 6 volumes Congressional Globe and Appendix, at 30 cents	1 80	
	Lettering 4 volumes Congressional Globe, at 25 cents	1 00	

	3 walnut lounges, in leather, at $48	144 00	
	36 walnut arm-chairs, hair-cloth, at $16	576 00	
	6 walnut arm-chairs, in leather, at $18	108 00	
			1,793 00
R. B. Griffin	Carpenter's work, viz:		
	39 labels for keys, (office)	1 47	
	3 keys for water closet door	2 25	
	1 lock and key for packing box	1 00	
	20 pieces for shelving, (office)	1 75	
	1 night-lock for door, (Committee on Printing,) and 24 2-inch screws	2 75	
	2 iron gratings, (store-room,) 2 bolts, mending 2 chairs, 4 hooks, with handles, 4 brass hooks for towels	11 43	
	15 packing-boxes for Senate	41 25	
	Covering door to mahogany case, (office)	4 75	
	1 small pine case for towels	5 50	
	2 step-ladders, (office,) 2 carved ornaments for case, (office)	14 50	
	Shelving room in attic for books	171 39	
	Walnut case with glass doors, 1 writing-table with drawers, covered with cloth, (Committee on Finance)	158 99	
	Cutting out hole for key-box, making key-box, shelves for office, and box to cover pipe	25 50	
	18 2-inch screws for boxes, putting keeper on door and easing same, (post office,) 1 door-key, (Vice President's chamber)	2 00	
	Putting down carpet strips, 1 new lock-key box, raising up shelves for books, (office,) 1 packing-box	5 80	
	Making walnut case and table, and putting up bannisters and rail in passage, (office)	98 75	
	2 hat-racks, (office, and Committee on Finance)	4 50	
	Putting up 4 cloak pins, (office)	50	
			554 08
Taylor & Maury	Stationery, viz:		
	51 reams manilla, 23 by 30, at $3 52	179 52	
	48.....do..... 19 by 24, at $2 53	121 44	
	49.....do..... 23 by 30, at $3 52	172 48	
	152.....do..... 19 by 24, at $2 53	384 56	
	2,000 quills, at $18	36 00	
			894 00
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 8 Senate documents, sheep, at 39 cents	198 90	
	270 copies volume 17 Senate documents, 4to, calf, at $1 20	324 00	
	270 copies volume 8 Senate documents, calf, at 60 cents	162 00	
	270 copies Senate Miscellaneous documents, calf, at 60 cents	162 00	
	98 copies volume 8 Senate documents, calf, at 60 cents	58 80	
			905 70

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Pettibone & Boteler	Binding 1,000 copies Report on Commercial Relations, 1858, 4to, at 60 cents		600 00
S. Massi	Attending clocks in all the offices of the Senate for 3 months, ending August 31, 1859		50 00
Charles De Morse	Newspapers		1 00
L. S. Abbott	....do		2 00
C. W. C. Dunnington	Police of Capitol, for July, 1859	72 50	
A. K. Arnold	....do....do	45 83	
Samuel J. Johnson	....do....do	45 83	
James T. Ball	....do....do	45 83	
W. H. Thompson	....do....do	45 83	
Thomas C. Wells	....do....do	45 83	
R. D. Slater	....do....do	45 83	
F. Fritz	....do....do	45 83	
F. Reilly	....do....do	45 83	
J. P. Hamlin	....do....do	45 83	
M. French	....do....do	45 83	
J. S. Magee	....do....do	45 83	
George F. Smallwood	....do....do	45 83	
J. N. Crockwell	....do....do	45 83	
			668 29
D. R. McNair	Hire of 3 wagons and horses, for July, 1859, 31 days, at $2 per day each		186 00
D. Conroy	Hire of horse for use of Senate for July, 1859, 31 days, at $1 50		46 50
C. Ivey	For son as page for July, 1859, 31 days, at $2 40 per day		74 40
W. W. Wirt	Services as page for July, 1859, 31 days, at $2 40		74 40
H. Dodson	Services as laborer for July, 1859, 31 days, at $1 20 per day		37 20
J. Boyd	Watchman in the crypt for July, 1859, at $800 per annum, half paid by House of Representatives		33 33
R. Carter	7 days services in removing books, &c., in July, 1859, at $1 20		8 40
Pettibone & Boteler	Binding 519 copies of Commercial Relations, 1858, at 60 cents	311 40	
	1 ream and 2 quires waste paper for same	7 42	
			318 82
Pettibone & Boteler	Binding 2,963 copies Smithsonian Report, 1858, at 10 cents		296 30
G. M. Wight	Furniture, viz:		
	5 walnut office desks, at $75	375 00	
	10 walnut committee tables, at $42	420 00	
	5 walnut lounges, in hair-cloth, at $34	170 00	

	3 walnut lounges, in leather, at $48	144 00	
	36 walnut arm-chairs, hair-cloth, at $16	576 00	
	6 walnut arm-chairs, in leather, at $18	108 00	
			1,793 00
R. B. Carlin	Carpenter's work, viz:		
	39 labels for keys, (office)	1 47	
	3 keys for water closet door	2 25	
	1 lock and key for packing box	1 00	
	20 pieces for shelving, (office)	1 75	
	1 night-lock for door, (Committee on Printing,) and 24 2-inch screws	2 75	
	2 iron gratings, (store-room,) 2 bolts, mending 2 chairs, 4 hooks, with handles, 4 brass hooks for towels	11 43	
	15 packing-boxes for Senate	41 25	
	Covering door to mahogany case, (office)	4 75	
	1 small pine case for towels	5 50	
	2 step-ladders, (office,) 2 carved ornaments for case, (office)	14 50	
	Shelving room in attic for books	171 39	
	Walnut case with glass doors, 1 writing-table with drawers, covered with cloth, (Committee on Finance)	158 99	
	Cutting out hole for key-box, making key-box, shelves for office, and box to cover pipe	25 50	
	18 2-inch screws for boxes, putting keeper on door and easing same, (post office,) 1 door-key, (Vice President's chamber)	2 00	
	Putting down carpet strips, 1 new lock-key box, raising up shelves for books, (office,) 1 packing-box	5 80	
	Making walnut case and table, and putting up bannisters and rail in passage, (office)	98 75	
	2 hat-racks, (office, and Committee on Finance)	4 50	
	Putting up 4 cloak pins, (office)	50	
			554 08
Taylor & Maury	Stationery, viz:		
	51 reams manilla, 23 by 30, at $3 52	179 52	
	48.....do..... 19 by 24, at $2 53	121 44	
	49.....do..... 23 by 30, at $3 52	172 48	
	152.....do..... 19 by 24, at $2 53	384 56	
	2,000 quills, at $18	36 00	
			894 00
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 8 Senate documents, sheep, at 39 cents	198 90	
	270 copies volume 17 Senate documents, 4to, calf, at $1 20	324 00	
	270 copies volume 8 Senate documents, calf, at 60 cents	162 00	
	270 copies Senate Miscellaneous documents, calf, at 60 cents	162 00	
	98 copies volume 8 Senate documents, calf, at 60 cents	58 80	
			905 70

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
R. Carter	16 days work removing books, &c., in Secretary's office, at $1 20 per day		$18 00
John C. Rives	Binding 11,376 copies Congressional Globe and Appendix, 2d session 35th Congress, at 63 cents per volume		7,166 88
S. Siebert	Engraving on stone and printing, viz:		
	2,000 copies map showing lines of march passed by United States troops during the year ending June 30, 1858	$53 00	
	3,000 copies map showing public surveys in California	167 00	
		220 00	
	Credit half paid by House of Representatives	110 00	
			110 00
Van Ingen & Snyder	Engraving on wood the illustrations accompanying Report of the Commissioner of Patents on Agriculture for 1858	275 00	
	16 pages electrotype plates, at $2 per page	32 00	
		307 00	
	Credit by half paid by House of Representatives	153 50	
			153 50
W A Wheeler	Stationery, viz:		
	100 reams soft wrapping paper, at 42 cents	42 00	
	50 packages Gayette's medium paper, at 50 cents	25 00	
	2 reams P. & S. packet post, at $3	6 00	
	12 reams rose-tinted note, at $2 30	27 60	
	8 dozen cap folios without locks, at $13 25	106 00	
	8 dozen 4to folios, with locks, at $15	120 00	
	2 dozen cap blank books, at $22	44 00	
	8 dozen memorandum books, at $4 50	36 00	
	1 dozen memorandum books, small	2 50	
	2 dozen ivory-handled erasers, at $3	6 00	
	6 dozen agate-handled stamps, at $3 50	21 00	
	6 dozen cut-glass weights, at $15	90 00	
	2.....do.....do.....at $12	24 00	
	2 dozen Whitney's inkstands, at $9	18 00	
	2 dozen small fancy inkstands, at $6 50	13 00	
	1 pound white rubber	90	

	1 dozen Jenny Lind wax, assorted colors, at $1 25	5 00	
	1 dozen trunks	29 50	
	6 dozen trunks, at $33	198 00	
	2 dozen rulers, at $4 50	9 00	
	10,000 envelopes, 9½ by 4¾, at $9	90 00	
	6,000 rose-tinted envelopes, at $2 50	15 00	
	24 dozen barrel penholders, at 12 cents	2 88	
			931 38
Charles H. Anderson	70 pounds Dowel's superior wax, at $1 30		91 00
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 9 Senate documents, sheep, at 39 cents	198 90	
	510.....do.....12.....do.....do.....do	198 90	
	510.....do.....6.....do.....do.....do	198 90	
	270.....do.....9.....do.....calf, at 60 cents	162 00	
	98.....do.....9.....do.....do	58 80	
	98.....do.....6.....do.....do	58 80	
	98.....do.....12.....do.....do	58 80	
			935 10
Julius Bien	Lithographing and printing charts to accompany the Coast Survey Report, 1858, viz:		
	Plate No. 17, 6,420 copies, at $1 50 per 100	96 30	
	Plate No. 22, 6,420 copies, at $1 50 per 100	96 30	
	Plate No. 29, 6,420 copies, at $1 25 per 100	80 25	
	Plate No. 30, 6,420 copies, at $1 25 per 100	80 25	
	Plate No. 31, 6,420 copies, at $1 90 per 100	121 98	
	Plate No. 33, 6,420 copies, at $1 25 per 100	80 25	
	Plate No. 39, 6,420 copies, at $1 25 per 100	80 25	
			635 58
J. Bien	Engraving on stone map No. 31, San Francisco city, California, for Coast Survey Report for 1858	175 00	
	Cr., by one half paid by House of Representatives	87 50	
			87 50
Clagett & May	16 yards green silk, at 75 cents	12 00	
	8 dozen fine twilled tapes, at $1 25	10 00	
			22 00
E. R. Jewett	Engraving 128 pages octavo, illustrations of machinery, accompanying Report of Commissioner of Patents on Arts and Manufactures, 1858, at $25 per page	3,200 00	
	Cr., by two thirds paid by House of Representatives	2,133 33	
			1,066 67
John Forsyth	Newspapers		5 00
D. R. McNair	Hire of 3 horses and wagons for August, 1859, 31 days, at $2		186 00
P. Conroy	Hire of horse for August, 1859, 31 days, at $1 50		46 50

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
C. W. C. Dunnington	Police of the Capitol, for August, 1859	$72 50	
A. K. Arnold	....do....do	45 83	
S. J. Johnson	....do....do	45 83	
J. T. Ball	....do....do	45 83	
W. H. Thompson	....do....do	45 83	
Thomas C. Wells	....do....do	45 83	
R. D. Slater	....do....do	45 83	
F. Fritz	....do....do	45 83	
F. Reilly	....do....do	45 83	
J. P. Hamlin	....do....do	45 83	
J. S. Magee	....do....do	45 83	
M. French	....do....do	45 83	
George F. Smallwood	....do....do	45 83	
John N. Crockwell	....do....do	45 83	
			$668 29
C. Ivey	For son as page, for August, 1859, 31 days, at $2 40		74 40
W. Wall	Services of his ward, W. W. Wirt, as page, for August, 1859, 31 days, at $2 40		74 40
H. Dodson	Laborer for August, 1859, 31 days, at $1 20		37 20
J. Boyd	Watchman in the crypt for August, 1859, at $800 per annum, (one half paid by House of Representatives)		33 33
Megargee Brothers	Plate paper, viz:		
	$10\frac{6}{20}$ reams plate paper, 19 by 24, 50 lbs., for eight quarto plates for Emory's Report, vol. 2, at $7 97 per ream	82 09	
	$\frac{3}{20}$ reams plate paper, 19 by 24, 60 lbs., for diagram to accompany Deep River Report, at $9 $56\frac{40}{100}$ per ream	3 83	
	$10\frac{6}{20}$ reams plate paper, 19 by 20, 60 lbs., for landscapes for eleventh vol. Pacific Railroad Report, at $9 $56\frac{40}{100}$ per ream	98 51	
	$59\frac{4}{20}$ reams plate paper, 19 by 24, 60 lbs., for seventy quarto plates for General Stevens's Report, at $9 $56\frac{40}{100}$ per ream	566 19	
			750 62
Thomas S. Wagner	Engraving on stone and printing, viz:		
	2,000 copies of map of Llano Estacado	11 00	
	2,000 copies of map of Nebraska	21 00	
	2,100 copies of map of middle channel, Lake George	27 00	

	3,000 copies of map of surveys in Oregon	52 50	
		111 50	
	Cr. one half paid by House of Representatives	55 75	
		55 75	
	Engraving on stone and printing 1,420 copies each of six maps to accompany "Report of the Secretary of the Interior on Pacific wagon roads"	268 12	
			323 87
Edward Tatnall	50 lbs. wax vestas, 9o 500o Jap., at 50 cents	25 00	
	24 gross boxes Word matches, at $1 12½ per gross	27 00	
			52 00
L. J. Middleton	196½ bushels ice, from April 1 to August 31, 1859, at 50 cents		98 25
J. Dodson	59 buckets paste for use of folding room, from June 1 to August 31, 1859, at $1		59 00
W. H. Harrover	1 dozen ex. 5, 5½ in. brass candlesticks	7 50	
	1 japan candlestick	14	
			7 64
Isaac Contnor	Upholstering, viz:		
	Cleaning and putting down two committee room carpets, at $7	14 00	
	1 leather cushion	5 00	
	Taking up and cleaning carpet, (room of superintendent of folding room)	3 50	
	Removing carpet in Senate gallery, &c	6 00	
	Airing and cleaning carpets, Senate	6 00	
			34 50
Adeline Sergeant	Binding, second session, Thirty-fifth Congress, viz:		
	510 copies volume 3, Senate documents, sheep, at 39 cents	198 90	
	270.....do.....6.....do.....calf, at 60 cents	162 00	
	270.....do.....12.....do.....do	162 00	
	98.....do.....3.....do.....do	58 80	
	98.....do.....14.....do.....do	58 80	
			640 50
John Snyder	1 carpet sweeper		3 00
R. B. Griffin	Carpenter's work, viz:		
	For inspecting furniture	2 50	
	Varnishing washstand, (Committee on Finance)	50	
	1 packing box, (Senate)	2 75	
	Hanging windows and nine pounds of cord, document room	3 75	
	Covering and varnishing chair, (folding room)	4 12	
	Hanging door, (water closet)	50	
	Removing desks, (Senate)	3 75	
			17 87

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
G. M. Wight	Furniture, viz:		
	2 walnut com. tables, 6 legs, at $50	$100 00	
	....do.... 4 legs, at $42	84 00	
	3 walnut desks, at $75	225 00	
	6 walnut hair cloth lounges, at $34	204 00	
			$613 00
C. B. Graham	Engraving on stone and printing, viz:		
	3,000 copies of map of surveys in Minnesota	51 00	
	3,000 copies of map of surveys in Kansas and Nebraska	46 50	
		97 50	
	Cr., by one half paid by House of Representatives	48 75	
		48 75	
	Engraving on stone and printing in colors 1,420 maps and 1 diagram, to accompany Senate Ex. Doc. No. 28	105 00	
			153 75
William Smith	Engraving on stone chart No. 13, "Cape Fear River Entrance," for Coast Survey Report, 1858	16 00	
	Cr. one half paid by the House of Representatives	8 00	
		8 00	
	Lithographing and printing 6,420 copies "Chart of Cape Fear River Entrance," at $1 33 per 100	85 38	
			93 38
I. Contnor	Altering and repairing 60 cushions in the Senate, at $2 each		120 00
Pettibone & Boteler	Binding 5,000 copies Agricultural Report of Patent Office, 1858, at 10 cents		500 00
S. De Camp	Binding, viz:		
	Senate Journal, manuscript, 2d session 35th Congress	5 00	
	Minute Book, 1st session 36th Congress	5 00	
	Newspaper-guard, "Intelligencer," part 2, 1859	3 00	
	Newspaper-guard, "Constitution"	3 00	
	Newspaper-guard, "Intelligencer," parts 1 and 2, 1860	6 00	
	Newspaper-guard, "Constitution," parts 1 and 2, 1860	6 00	
	Newspaper-guard, "Globe," part 2, 1860	3 00	

	2 8-quire demy, full Russia, "Executive Journal," volumes 20 and 21, at $16	32 00	
	1 7-quire demy, full Russia, "Senate and House Bills," printed caption	20 00	
	Morocco projecting tab for same	50	
			83 50
Grant, Warren & Co	Map paper, viz:		
	16,842 pounds map paper for Coast Survey Report, 1858, 45 maps; 8,552 pounds map paper for maps and profiles for Pacific Railroad Report, volume 2; 684 pounds map paper for Wagon-road Report, 6 maps; 86 pounds map paper for Report on Deep River, N. C., 2 maps; 223 pounds map paper for Simpson's Report, 1 map; 55 pounds map paper for Colonel Wright's Memoir; 1,258 pounds map paper for Annual Message of the President of the United States and Documents, 23 maps and charts; 399 pounds map paper for Report of Commissioner of the General Land Office; 592 pounds map paper for Governor Stevens's Pacific Railroad Report—making 28,691 pounds map paper, at 14$\frac{48}{100}$ cents per pound		4,154 46
W. F. Story	Newspapers		13 50
Jas. C. McGuire	Binding 445 copies Pacific Railroad Report, volume 10, at 75 cents	333 75	
	Binding 445 copies Emory's Report, volume 2, at 75 cents	333 75	
		667 50	
	Deduct 5 copies, not delivered, at 75 cents	3 75	
			663 75
Adeline Sergeant	Binding, (2d session 35th Congress,) viz:		
	510 copies volume 4 Senate documents, sheep, at 39 cents	198 90	
	510 copies volume 14 Senate documents, sheep, at 39 cents	198 90	
	270 copies volume 4 Senate documents, calf, at 60 cents	162 00	
	270 copies volume 14 Senate documents, calf, at 60 cents	162 00	
	98 copies volume 4 Senate documents, calf, at 60 cents	58 80	
	98 copies volume 1 Senate documents, calf, at 60 cents	58 80	
			839 40
Pettibone & Boteler	Binding 4,956 volumes Agricultural Report of Patent Office, 1858, at $10		495 60
Taylor & Maury	Stationery, viz:		
	5 quires white folio post	2 50	
	36 dozen steel-tipped penholders, at $1	36 00	
	1 dozen half-pint bottles copying ink	2 90	
	2 dozen mucilage, at $1 85	3 70	
	28 reams white Congress cap, at $3 75	180 00	
	100 reams white Congress letter, at $3 25	325 00	
	25 reams blue Congress letter, at $3 25	81 25	
	100 reams white ruled note, at $2 50	250 00	
	50 reams Bath post, at $2 50	125 00	
	28 reams Manilla, 28 by 32, at $4 62	129 36	
	50 reams white note, plain, at $2 50	125 00	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
Taylor & Maury—Continued	19 pounds red wax, at 85 cents	$16 15	
	5 gross gilt pens, at $2	10 00	
	4 gross Wheeler's pens, at 84 cents	3 36	
	5,000 Bath amber envelopes, at $3 15	15 75	
	5,000 note amber envelopes, at $3 10	15 50	
	12 dozen Blawzy, Poure & Co.'s pens, No. 587, at 8 cents	96	
	60 dozen Perry's, No. 2, extra fine point, at 6 cents	3 60	
	15 dozen extra 9-inch ivory folders, at $3 75	56 25	
	1 large ink-stand dish, sample A	2 75	
	9 reams amber Bath post, at $2 85	25 65	
			$1,410 68
E. R. Jewett	Engraving 128 pages, octavo, of illustrations of machinery, for Report of Commissioner of Patents on Arts and Manufactures, for 1858, at $25	3,200 00	
	Cr. by two thirds of the above paid by the House of Representatives	2,133 33	
			1,066 67
L. B. Monroe	Newspapers		6 00
C. P. Johnson	do		3 00
Carson Brothers & Co	Stationery, viz:		
	10¼ reams white laid, ruled, commercial note, gilt, 5 pounds, at $2	20 50	
	20 reams white wove, ruled, commercial note, gilt, 4 pounds, at $1 75	35 00	
			55 50
J. Baumgarten	1 alphabet stencils	3 75	
	4 figures' stencils	50	
			4 25
Nairn & Palmer	Sponge, &c., viz:		
	2¼ pounds sponge, fine	6 75	
	10 pounds chloride of lime	1 00	
	4 pounds superior wool sponge	8 00	
	6 pounds superior wool sponge	9 00	
	6 extra large sponges	9 00	
			33 75
D. R. McNair	Hire of 3 horses and wagons for September, 1859, 30 days, at $2 per day each		180 00
D. Conroy	Hire of horse for September, 1859, 30 days, at $1 50		45 00
C. W. C. Dunnington and others	Police of the Capitol, for September, 1859		668 29
C. Ivey	For son, as page, for September, 1859, 30 days, at $2 40		72 00

J. Boyd	Watchman in the crypt, for September, 1859, at $800 per annum, (half paid by the House of Representatives)		33 33
H. Dodson	Laborer, for September, 1859, 30 days, at $1 20		36 00
J. F. Conroy	Services as temporary messenger for 21 days, in September, 1859, at $2		42 00
Horace Greely & Co	Newspapers		125 00
I. Contnor	Upholstering, viz:		
	Cleaning and putting down carpets, moving and replacing books, papers, &c., in 16 committee rooms, at $7 each	112 00	
	Covering 27 chair-seats with morocco, and materials, at $3 each	81 00	
	Covering 10 backs, at $1 25	12 50	
			205 50
W. Wall	Services of his ward (W. W. Wirt) as page, for September, 1859, 30 days, at $2 40		72 00
R. B. Griffin	Carpenter's work, viz:		
	1 door key, (ante-chamber)	75	
	1 rod with hook for window, (folding-room)	50	
	Removing slats for.....do	1 50	
	Repairing door and putting on keeper, (post office)	1 00	
	Easing doors to key box	25	
	New wheels for truck, (folding room)	5 25	
	Putting up shelves, (Committee on Claims)	7 52	
	Repairing 8 desks, (Senate)	6 00	
	7 packing boxes.....do	19 25	
	Cleaning and varnishing furniture for the Senate, viz:		
	R. B. Griffin, 26 days, at $2 50	65 00	
	J. P. Weller, 26 days, at $2	52 00	
	1 gallon varnish	3 00	
	½ gallon turpentine	50	
			162 52
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 1 Senate documents, sheep, at 39 cents	198 90	
	510.....do.....15.....do.....do.....39	198 90	
	270.....do..... 1..... ..do.....calf.....60	162 00	
	270.....do.....15.....do.....do 60	162 00	
	270.....do.....10.....do.....do 60	162 00	
	98.....do.....15.....do.....do 60	58 80	
	98.....do.....10.....do.....do 60	58 80	
			1,001 40
E. R. Jewett	Engraving 96 pages octavo, illustrations of machinery, to accompany Report of Commissioner of Patents on Arts and Manufactures, 1858, at $25	2,400 00	
	Cr. by two thirds paid by House of Representatives	1,600 00	
			800 00
Robert Carter	Services as laborer, cleaning and removing stationery, 12 days, at $1 20		14 40

STATEMENT—Continued.

To whom paid	For what paid.	Amount.	Total.
Charles Dean	Stationery, viz:		
	427 pounds large twine, at 35 cents	$149 45	
	233 pounds small cord for mail bags, at 45 cents	104 85	
			$254 30
S. De Camp	Stationery, viz:		
	Lettering 8 volumes Senate Journal, (office Secretary Senate,) at 25 cents	2 00	
	Ruling and binding 2 3-quire caps newspapers, 36th Congress, at $1 50	3 00	
	2 side letterings for same, at 50 cents	1 00	
	8-quire demy "Reference Book" 36th Congress	14 00	
	Printed heading.....do	6 00	
	2 sets morocco projecting tabs, List of Committees, 44 tabs, at 37½ cents	16 50	
	Ruling and binding and paper 2 books, full morocco, "Compensation," 36th Congress, at $4	8 00	
	Printed heading for same	3 50	
	Side lettering	1 00	
			55 00
G. M. Wight	Furniture, viz:		
	9 walnut hat-racks, at $20	180 00	
	4 solid mahogany revolving-chairs, leather covered, at $22	88 00	
			268 00
Julius Bien	Transferring and printing maps and charts to accompany Coast Survey Report for 1858, as follows:		
	No. 1. Printing 6,420 copies, at $2 00 per 100	128 40	
	No. 7.....do.....6,420...do..... 60...do	38 52	
	No. 8.....do.....6,420...do..... 1 50...do	96 30	
	No. 19.....do.....6,420...do..... 1 55...do	99 51	
	No. 24.....do.....6,420...do..... 72½.do	46 54	
		409 27	
	Engraving on stone and printing in colors 1,420 copies each, of 16 lithographic views to illustrate Senate Ex. Doc. No. 46, Governor Stevens's Pacific Railroad Report, 22,720 plates, at $2 60 per 100	590 72	
			999 99
Blanchard & Mohun	Stationery, viz:		
	1 ream packet note paper	2 50	

	3 dozen colored lead pencils, at $1	3 00	
	10 reams heavy legal cap, at $4 50	45 00	
	100 reams ruled cap, at $2 10	210 00	
	10 reams plain cap, at $2 10	21 00	
	50 reams packet note paper, gilt, at $2 75	137 50	
	10 reams packet note paper, plain, at $2 75	27 50	
	1 dozen memorandum books	3 50	
	2 dozen scrap-books, at $16	32 00	
	5½ dozen 4-blade buck penknives, at $12	66 00	
	1½ dozen office shears, at $7	10 50	
	6 dozen letter balances, at $12	72 00	
	2 dozen Draper's inkstands, at $10	20 00	
	1 dozen spring-top inkstands	6 25	
	100 dozen red tape, No. 23, at 33 cents	33 00	
	70 dozen red tape, No. 19, at 28 cents	19 60	
	3 pounds black rubber, at $1	3 00	
	100 dozen Gillot's barrel pens, at 15 cents	15 00	
	60 dozen stenographic pens, at 6 cents	3 60	
	204 dozen Blanchard & Mohun's pens, at 6 cents	12 24	
	201 dozen Perry's 3-point pens, at 14 cents	28 14	
	102 dozen Perry's 5-point pens, at 14 cents	14 28	
	102 dozen Perry's underspring pens, at 14 cents	14 28	
	2 dozen carmine ink, at $1 30	2 60	
	6 dozen boxes transparent wafers, at 45 cents	2 70	
	6 dozen boxes Mott's wafers, at 45 cents	2 70	
	1½ dozen pounce boxes, at $3 50	3 20	
	12 bottles of pounce, at 13 cents	1 56	
	200 papers black sand = 300 pounds, at 4½ cents	13 50	
	5,000 white envelopes, 6¼ by 3, at $3 95	19 75	
	5,000 white cloth-lined envelopes, at $11	55 00	
	3 dozen pints black ink, at $3 25	9 75	
	8 dozen half pints Dowell's black ink, at $1 25	10 00	
	24 dozen assorted steel pens, at 13 cents	3 12	
	10 reams damask Bath paper, at $4 25	42 50	
			966 27
William A. Wheeler	Stationery, viz:		
	6 dozen ink standishes, at $29 50	177 00	
	8 dozen octavo memorandum books, at $4 50	9 00	
	24 dozen large barrel penholders, at 12 cents	2 88	
	2 dozen Jenny Lind wax, at $1 25	2 50	
	6 dozen small fancy cut-glass inks, at $6 50	39 00	
			230 38

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
J. F. McJilton	Newspapers		$5 00
A. Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 7, Senate documents, sheep, at 39 cents	$198 90	
	510.....do.....10.....do.....do.....39...do	198 90	
	270.....do..... 7.....do.....calf.....60...do	162 00	
	98.....do..... 7.....do.....do.....60...do	58 80	
			618 60
I. Contnor	Upholstering, viz:		
	Re-covering and stuffing 8 sofa seats in Senate chamber, and including materials, at $7	56 00	
	Cleaning and putting down carpets in seven committee rooms, including Secretary's office, at $7 each	49 00	
	Cleaning 6 carpets, at $2 each	12 00	
			117 00
E. R. Jewett	Engraving 96 pages, octavo, of illustrations of machinery accompanying Report of the Commissioner of Patents on Arts and Manufactures for 1858, at $25 per page	2,400 00	
	Credit by two thirds paid by House of Representatives	1,600 00	
			800 00
G. M. Wight	1 solid walnut desk, (Committee on Printing,) with pedestals		75 00
M. Phineas	Stationery, viz:		
	4 dozen agate seals, large, at $6 75	27 00	
	4.....do.....do.....do	27 00	
	2 dozen pearl and silver holders, flat, at $6	12 00	
			66 00
D. R. McNair	Hire of 3 horses and wagons for October, 1859, 31 days, at $2 each		186 00
D. Conroy	Hire of horse for October, 1859, 31 days, at $1 50		46 50
C. Ivey	For son, as page, for October, 1859, 31 days, at $2 40		74 40
W. Wall	For services of ward, (W. W. Wirt,) as page for October, 1859, 31 days, at $2 40		74 40
C. W. C. Dunnington and others	Police of the Capitol for October, 1859		668 29
J. Boyd	Watchman in the crypt for October, 1859, at $800 per annum, (half paid by the House of Representatives)		33 33
H. Dodson	Laborer carrying fuel, &c., for October, 1859, 31 days, at $1 20		37 20
A. Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies volume 11, Senate documents, sheep, at 39 cents	198 90	
	368.....do.....do.....calf, at 60 cents	220 80	
	22 volumes Senate documents, 1st session 35th Congress, at 60 cents	13 20	

	2 volumes Senate documents, 4to, at 1 20	2 40	
			435 30
Grant, Warren & Co	1,263 pounds map paper for maps for Coast Survey Report, 1858, at 14.48 cents pe pound		182 88
J. F. Conroy	Services as temporary messenger during the sickness of D. Conroy, for October, 1859, 31 days, at $2		62 00
Isaac Ames	Stationery, viz:		
	6 dozen embossed boxes, 13 by 8 by 2 inches, at $2 50	15 00	
	2 dozen embossed boxes 8 by 5 inches, at $1 75	3 50	
	9 dozen cloth penwipers, at $1 50	13 50	
	8 pairs scissiors, 4,420, at $3 50	28 00	
	3 dozen Maynard & Noyes's ink, at $1 90	5 70	
	10 pounds wax tapers, at $1 25	12 50	
	12 dozen Crooks's knives, 10,565, at $20	240 00	
	1 dozen Brooks and Crooks's, 6,341	25 00	
	6 dozen pearl folders, at $6	36 00	
	6 dozen English brown desk weights, at $4 50	27 00	
	2 dozen glass inks, bronze tops, at $8	16 00	
			422 20
Herline & Hensell	Engraving on stone and printing 1,420 copies of each of 6 plates, 4to, plates of "botany," and 2 plates of "insects," to accompany the Report of Governor Stevens, (Senate Executive document No. 46, 2d session 35th Congress,) 11,360 copies, at 80 cents per hundred	90 88	
William Lloyd & Co	Newspapers		4 50
Weston & Coombs	do		33 00
Julius Bien	Drawing on stone and printing in colors 1,420 copies of each of 24 lithographic views to illustrate Senate Executive document No. 46, Governor Stevens's Report Pacific Railroad, (34,080 plates,) at $2 60 per hundred		886 08
I. Contner	Making 966¼ yards carpeting, at 20 cents	193 25	
	Moving and replacing furniture in 18 committee rooms in putting down carpet, at $1 50	27 00	
			220 25
R. B. Griffin	Carpenter's work, viz:		
	Putting lock to case, (office)	25	
	1 packing box, (Senate)	2 75	
	Removing pigeon-holes, putting shelves in case, and mending chair, (office)	2 62	
	1 key for key-box	25	
	1 key for door, (Committee on Patents)	75	
	1 rod with hook, for window	50	
	Easing jambs, (office,) putting castor on chair, (post office)	3 50	
	3 keys for doors (post office, ice closet, and office,) putting extra wards in lock, (office)	3 37	
	Repairing 26 arm-chairs and 2 sofas, and putting on castors (Vice-President's and antechamber)	24 50	

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
R. B. Griffin···Continued	Removing furniture from old building to new for committee rooms on Commerce, Public Lands, Private Land Claims, and Patents, and fitting up cases, and 2 gross screws for doors.	28 50	
	Putting up shelves in room of Committee on Territories	7 00	
	Making 66 new labels for desks	3 96	
	Making 66 pieces for desks to hold pens	12 50	
	Cleaning and varnishing furniture, viz:		
	R. B. Griffin, 26 days, at $2 50	65 00	
	J. P. Weller.....do.....$2	52 00	
	J. Rodgers.....do.....$2	52 00	
	1½ gallon varnish	4 75	
			264 20
F. Lietz	2 oak office tables for room Committee on the Judiciary, including boxes, freight, and expenses		200 00
Julius Bien	Drawing on stone and printing in colors 1,420 copies of each of 8 plates lithographic views to illustrate Senate Executive document No. 46, Governor Stevens's Report on Pacific Railroad Surveys, 11,360 plates, at $2 60 per hundred		295 36
John W. Forney	Newspapers		43 25
Julius Bien	Transferring and printing maps and charts for Coast Survey Report for 1858, viz:		
	Chart No. 2, printing 6,420 copies, at $1 75 per hundred	112 35	
	Chart No. 5, printing 6,420 copies, at $2.....do	128 40	
	Chart No. 6, printing 6,420 copies, at 67 cents..do	43 33	
	Chart No. 11, printing 6,420 copies, at $1 50.....do	96 30	
	Chart No. 20, printing 6,420 copies, at $1 30.....do	83 46	
	Chart No. 27, printing 6,420 copies, at 75 cents...do	48 15	
	Chart No. 35, printing 6,420 copies, at 84 cents...do	53 93	
			565 92
T. Polk	Newspapers		20 00
Taylor & Maury	Stationery, viz:		
	4,000 long, narrow, white envelopes, at $3 50	14 00	
	36 dozen boxes quill pens, at $4 50	162 00	
	16 dozen pearl-handled penknives, at $11 25	180 00	
	48 dozen black swan quill pens	32 64	
	8 dozen pints black ink, at $1 95	15 60	
	8 dozen half pints black ink, at $1 25	10 00	
	60 M. white adhesive envelopes, (letter,) at $3 25	195 00	

	27 M. white adhesive envelopes, (note,) at $4 15	112 05	
	16 M. white adhesive envelopes, (small note,) at $3 12	49 92	
	1 gross gilt pens	10 00	
			781 21
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	510 copies, volume 2, Senate documents, sheep, at 39 cents	198 90	
	510 copies, volume 5, Senate documents, sheep, at 39 cents	198 90	
	270 copies, volume 2, Senate documents, calf, at 60 cents	162 00	
	270 copies, volume 5, Senate documents, calf, at 60 cents	162 00	
	98 copies, volume 2, Senate documents, calf, at 60 cents	58 80	
	98 copies, volume 5, Senate documents, calf, at 60 cents	58 80	
			839 40
L. Tucker & Son	Newspapers		2 00
E. R. Jewett	Engraving 96 pages, octavo, of illustrations of machinery, accompanying Report of Commissioner of Patents on Arts and Manufactures, for 1858, at $25 per page	2,400 00	
	Cr. by two thirds paid by House of Representatives	1,600 00	
			800 00
Captain W. B. Franklin	Superintendent Capitol extension, for 231$\frac{320}{2240}$ tons anthracite coal delivered, at $4 19 per ton		970 43
Pettibone & Boteler	Binding 44 copies Agricultural Report of Patent Office, 1858, at 10 cents per volume		4 40
Cornelius & Baker	12 dozen taper candlesticks, gilt, at $7 50	90 00	
	Box	31	
			90 31
A. Hoen & Co	Engraving chart No. 21, "Apalachicola bay," for Coast Survey Report for 1858	50 00	
	Cr. by one half paid by House of Representatives	25 00	
		25 00	
	Printing 6,420 copies of ditto, at $1 20 per 100	77 04	
			102 04
Y. P. Page	Cash paid for freight, hack hire, &c., for the use of the Senate		20 00
Clagett & May	20 yards cambric, at 10 cents	2 00	
	25 yards brown cambric, at 10 cents	2 50	
	10 pieces crimson silk binding, at $2 25	22 50	
	6 pieces drab silk binding, at $2 25	13 50	
	1½ yard red twilled flannel, at 50 cents	75	
	10½ yards blue cloth, at $4	42 00	
	2 dozen towels, at $3 50	7 00	
	41 yards brown cambric, at 10 cents	4 10	
	26½ yards purple cambric, at 10 cents	2 65	
	92½ yards brown cambric, at 10 cents	9 25	
	4 dozen towels, at $3 50	14 00	
	9 yards drab cloth, at $3 50	31 50	
			151 75

STATEMENT—Continued.

To whom paid.	For what paid.	Amount.	Total.
C. W. Cottom	Newspapers		$2 00
Jacob Dodson	Washing 31 dozen towels, at 75 cents per dozen	$23 25	
	17 buckets paste, use of folding room, at $1	17 00	
			40 25
E. R. Jewett	Engraving 130 pages, octavo, of illustrations of machinery, accompanying the Report of Commissioner of Patents, 1858, at $25 per page	3,250 00	
	Cr. by two-thirds paid by House of Representatives	2,166 67	
			1,083 33
C. W. C. Dunnington	Police of Capitol, for November, 1859	72 50	
A. K. Arnold	do	45 83	
S. J. Johnson	do	45 83	
J. T. Ball	do	45 83	
W. H. Thompson	do	45 83	
Thos. C. Wells	do	45 83	
R. D. Slater	do	45 83	
F. Fritz	do	45 83	
F. Reilly	do	45 83	
J. S. Hamlin	do	45 83	
M. French	do	45 83	
J. S. Magee	do	45 83	
G. F. Smallwood	do	45 83	
J. N. Crockwell	do	45 83	
			668 29
John Boyd	Watchman, in the crypt, for November, 1859, at $800 per annum, (one half paid by House of Representatives)		33 33
H. Dodson	Laborer, for November, 1859, 30 days, at $1 20		36 00
C. Ivey	For son, as page, for November, 1859, 30 days, at $2 40		72 00
W. Wall	For ward, (W. W. Wirt,) as page, for November, 1859, 30 days, at $2 40		72 00
D. R. McNair	Hire of 3 horses and wagons, for use of Senate, for Nov., 1859, 30 days, at $2 per day each		180 00
D. Conroy	Hire of horse, use of office of Secretary of the Senate, for November, 1859, 30 days, at $1 50		45 00
I. Contnor	Upholstering, viz:		
	Taking off old and putting new gimp on 30 chairs and 4 sofas, at $1 25 each	42 50	
	Cleaning and putting down 3 committee room carpets, and removing furniture, at $7 each	21 00	
	Cutting, fitting, and putting down carpet in room of superintendent of folding room	7 00	
	Making 34 table covers, at 60 cents	20 40	

	1 leather cushion, and materials, (stationery room)	5 00	
	Taking off old and putting on new gimp, (Senate gallery,) cleaning seats and cushions	25 00	
	Gimp, tacks, and beeswax	14 00	
			134 90
S. Siebert	Printing, from steel, landscape and panoramic views, as follows:		
	2,400 copies panoramic view of Valley of Humboldt river, at $2 per 100	48 00	
	2,400 copies panoramic view of Valley of Mud Lake, at $2	48 00	
	2,400 copies panoramic view of Madeline Pass, at $2	48 00	
	2,400 copies panoramic view of Gooshort Passage, at $2	48 00	
	2,400 copies panoramic view of Slope of Sierra Nevada, at $2	48 00	
	2,400 copies landscape view of Porcupine Terraces, at 75 cents	18 00	
	2,400 copies landscape view of Franklin Valley, at 75 cents	18 00	
	2,400 copies landscape view of Round Prairie, at 75 cents	18 00	
	2,400 copies landscape view of main Mountain Passage, at 75 cents	18 00	
	2,400 copies landscape view of west end Madeline Pass, at 75 cents	18 00	
	2,400 copies landscape view of Weber Lower Cañon, at 75 cents	18 00	
	2,400 copies landscape view of Sheep Rock Cañon, at 75 cents	18 00	
	2,400 copies landscape view of Humboldt Pass, at 75 cents	18 00	
			384 00
William Roddy	10 days service, as laborer, at $1 50		15 00
William Washington	16 days services, as laborer, at $1 50		24 00
S. Masi	Cleaning and attending clocks in Senate chamber, &c., for quarter ending Nov. 30, 1859		50 00
G. M. Wight	6 oak, revolving, arm chairs, at $10		60 00
Barnes & Mitchell	966¼ yards Brussels carpet, at $1 12½	1,087 03	
	6 pounds carpet thread, at $1 25	7 50	
	12 mats, at $1 37½	16 50	
	12 yards enamel cloth, at 50 cents	6 00	
			1,117 03
Adeline Sergeant	Binding, 2d session 35th Congress, viz:		
	150 copies Constitution, &c., in morocco, at 60 cents	90 00	
	20 volumes bills, &c., at $1 20	24 00	
	1 volume Annual Register, half calf, extra	1 00	
	Lettering, 20 cents; lettering 63 Constitutions, at 10 cents, $6 30	6 50	
	368 copies, volume 6, part calf, at 60 cents	220 80	
			342 30
			154,887 42
	Deduct amount received from sales of unserviceable furniture, &c.		366 05
			154,521 37

RECAPITULATION.

For binding	$21,
For lithographing and engraving	20,
For engraving maps, &c., under act of May 15, 1856	10,
For stationery	12,
For newspapers	3,
For Congressional Globe, and binding the same	32,
For reporting proceedings	10,
For clerks to committees, pages, police, horses, and carryalls	23,
For miscellaneous items	20,
	154,

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 4.

STATEMENT

OF THE

REPORTS OF THE COURT OF CLAIMS

MADE

To the House of Representatives during the 34th and 35th Congresses, nature of claim, amount claimed, and action of the House thereon.

JANUARY 18, 1860.—Ordered to lie on the table. Motion to print referred to the Committee on Printing.

JANUARY 19, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

Prepared at the request of Hon. Philip Phillips, of Washington city.

DAN'L BUCK.

NOTE.—A joint resolution was passed by the House of Representatives, June 4, 1858, "giving construction to the second section of the act of February 3, 1853, 'to continue half-pay to certain widows and orphans,'" and paying all the revolutionary pension cases on this list.

Statement of the reports of the Court of Claims made to the House of Representatives during the thirty-fourth and thirty-fifth Congresses, nature of the claim, amount claimed, and the action of the House thereon.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
1	Samuel P. Todd	Allowance of discount on treasury notes between the years 1812 and 1815.	$574 50	Mar. 6, 1856	Favorable..	$553 00	June 14, 1856	$553 00	
2	Isadore D. Beaugrand	Subsistence, quarters, &c., furnished Capt. Bradley's company of Ohio volunteers in 1846.	310 21	.....do.....	....do.....	257 12	.....do.....	257 12	
3	John Shaw	Compensation as interpreter in 1828	1,000 00 and interest.	.....do.....	....do.....	1,000 00	.....do.....	1,000 00	
4	Robert Roberts	Loss by the capture of the ship Experiment by a Spanish cruiser in 1805.	9,235 94	May 16, 1856	Adverse ...	.....	.....	.....	Jan. 10, 1857. Report concurred in by the House.
5	Samuel M. Puckett	Amount of judgment paid into the treasury of the United States, with interest from 1840.	5,000 00	.....do.....	....do.....	.....	.....	.....	Jan. 10, 1857. Decision concurred in by the House.
6	John P. McElderry	Compensation for services as a clerk in the Bureau of Yards and Docks in 1851.	133 33	.....do.....	....do.....	.....	.....	.....	Do. do.
7	Louis G. Thomas & others	For loss of the brig Jane and her cargo, seized by the Spanish authorities at Laguayra in 1812.	11,732 34	.....do.....	....do.....	.....	.....	.....	Do. do.
8	Shepherd Knapp	Compensation for services as army and navy pension agent from September, 1838, to January, 1842.	17,000 00 and interest.	.....do.....	....do.....	.....	.....	.....	Feb. 12, 1858. Decision concurred in by the House.
9	Asbury Dickins	Compensation for services as Acting Secretaries of the Treasury and State.	5,350 71	.....do.....	Favorable..	5,350 71	.....	.....	No final action.
10	James M. Lindsay	Confirmation of title to certain lands in Alabama.	Not stated.	.....do.....	....do.....	Not stated.	Aug. 23, 1856	Not stated.	
11	Cyrus H. McCormick	For a rehearing before the Commissioner of Patents for the extension of his patent for reaping-machines.	Not stated.	.....do.....	Adverse ...	.....	.....	.....	Jan. 10, 1857. Decision concurred in by the House.
12	William W. Cox	Compensation for extra services while employed as a messenger in the office of the Auditor for the Post Office Department.	3,339 04	.....do.....	....do.....	.....	.....	.....	Do. do.
13	Salvador Accardi	Pension for injuries received while in the line of his duty as musician on board the steamer Mississippi.	Not stated.	.....do.....	Favorable..	$6 p. month, from Mar. 14, 1854.	Aug. 23, 1856	$6 p. month, from Mar. 14, 1854.	

14	John Robb	Compensation for services as Acting Secretary of War.	2,781 94	....do....	....do....	2,876 73			No final action.
15	William H. Chase	For the allowance of certain items of expense incurred whilst superintending the erection of public works at Pensacola.	1,507 50	....do....	....do....	1,092 50	Aug. 23, 1856	942 50	
16	Almanzon Huston	For transportation of the mail from Houston to Sabinetown, in Texas, from November 1, 1848, to June 30, 1850.	14,897 00	....do....	....do....	11,490 00			See No. 187. Adverse.
17	Michael Nourse	Compensation for services as Acting Register of the Treasury.	2,827 32	....do....	....do....	2,827 32			No final action.
18	Jesse B. Holman, executor of.	Compensation for services as secretary of legation to Chili.	716 67	....do....	Adverse..				Jan. 10, 1857. Decision concurred in by the House.
19	John C. Hale	Preëmption to the southwest quarter of section thirty-three, township two south, range nineteen west, of fifth principal meridian, including the Hot Springs in Arkansas.	Not stated.	....do....	....do....				Do. do.
20	Joseph White	Compensation as acting purser for the naval school at Annapolis from April, 1845, to June, 1849.	561 10 and interest.	July 11, 1856	Favorable..	561 10	Jan. 17, 1857	561 02	No final action.
21	Cassius M. Clay	Amount of judgment for trespass, with interest and costs, and property lost while in the army in Mexico.	1,906 20	June 28, 1856	Adverse..				April 16, 1858. A bill passed the House.
22	Susan Decatur, widow of Stephen Decatur.	Compensation for the recapture of the frigate Philadelphia in the harbor of Tripoli.	Not stated.	....do....	....do....				Feb. 12, 1858. Decision concurred in by the House.
23	Thomas H. Baird, administrator of Dr. Absalom Baird.	Half-pay for life and other emoluments as a surgeon in the army of the revolution.	10,074 84	....do....	Favorable..	10,074 84 and interest.	Aug. 18, 1856	10,074 84 and interest.	
24	George A. Magruder	Difference of pay between lieutenant and captain, from April 18, 1838, to June 28, 1840, while performing the duties of captain on the East India station.	3,830 12	....do....	....do....	3,830 12			No final action.
25	Moses Noble	Fishing bounties to the crews of certain vessels for the season of 1852.	1,704 68	....do....	....do....	1,704 68			No final action.
26	Mary Reeside	Amount of judgment against the United States in 1841, and interest.	188,496 06 and interest.	July 22, 1856	....do....	188,496 06 and interest.	Feb. 7, 1857	188,496 06 and interest.	
27	Thomas M. Newell	Amount of pay retained by the United States while suspended by a sentence of a court-martial.	1,455 00	July 25, 1856	....do....	Not stated.	Mar. 3, 1857	Not stated.	
28	Thomas Rhodes and Jeremiah Austill.	Compensation for building a bridge on the mail-route between Mobile and New Orleans whilst carrying the mail on said route.	5,789 08	July 22, 1856	....do....	4,000 00	....do....	4,000 00	
29	Francis A. Gibbons and Francis X. Kelly.	Compensation for losses sustained in building certain light-houses on the Pacific coast.	46,790 50	July 25, 1856	....do....	31,190 54	Aug. 18, 1856	31,190 54	
30	William Neil and others	Additional compensation for carrying the mail from Wheeling to Cincinnati.	Not stated.	July 25, 1856	Adverse..				No final action.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
31	Thomas Phenix, jr.	Additional compensation as clerk to Paymaster Randall.	$1,173 00	July 22, 1856	Adverse				No legal cause of action, but an equitable claim. A law was approved June 5, 1858, paying this claim of $3 per day, deducting the amount received previously.
32	H. L. Thistle	Compensation for one-half the value of the live-oak timber seized in Florida and confiscated while he was live-oak and timber agent.	6,498 75	July 25, 1856	....do				Feb. 12, 1858. Decision concurred in by the House.
33	Abel Gay	Compensation for extra work done upon the Cumberland road.	Not stated.	July 22, 1856	....do				Do. do.
34	Joseph D. Beers	Payment of certain drafts drawn by J. B. Nalle, purser, on the Secretary of the Navy.	20,000 00 and damages	July 25, 1856	Favorable	$3,396 66	Feb. 10, 1857	$3,396 66 and int. from Aug. 9, 1850.	The principal, $20,000, was paid Aug. 9, 1850.
35	Sturges, Bennett & Co.	Return of duties on liquors leaked from casks during the voyage.	2,068 00	July 28, 1856	....do	2,068 00			No final action.
36	Estate of James Beatty	Return of duties exacted upon 3,197 bags of saltpetre, illegally, at the port of Baltimore.	1,087 41 and interest.	.....do.....	....do	1,087 41			Do.
37	Ernest Fiedler	Return of duties illegally exacted and paid under protest.	392 90 and interest.	.....do.....	....do	392 90			Do.
38	Thomas Crown	Damages sustained by the rescinding of a contract to deliver bricks at Oak island.	11,254 58	.....do.....	....do	3,500 00	Mar. 3, 1857	3,500 00	
39	H. & F. W. Meyer	Return of duties illegally exacted upon ammonia imported into New York.	191 60 and interest.	.....do.....	....do	187 60			Do.
40	H. L. Thistle	Compensation for patent for improvement in saddle for riding and transmitting heavy burdens on horses and mules.	Not stated.	.....do.....	Adverse				Jan. 16, 1857. Decision concurred in by the House.
41	Isaac Swain	For damages and detention of the ship "Ellen Brooks," while employed in transporting government supplies.	37,729 49	Aug. 1, 1856	Favorable	4,800 00	Mar. 3, 1857	4,800 00	
42									Not communicated to the House.

43	J. Boyd	Additional compensation for taking the census of the parish of Iberville, Louisiana, in 1850, and compensation for services as clerk in the office of the Fourth Auditor of the Treasury, from May 23 to June 30, 1853.	531 00 and interest.	Jan. 19, 1857	Adverse				Feb. 12, 1858. Decision concurred in by the House.
44	Cornelius Boyle, administrator of John Boyle.	Compensation for services as Acting Secretary of the Navy.	7,462 27	do	Favorable	7,629 64			No final action.
45	Matthew G. Emory	Compensation for services of wagons, horses, and men employed in hauling marble for the United States.	3,375 00	do	do	3,375 00	Mar. 3, 1857	3,375 00	
46	J. K. Rogers	For per capita allowance due the Cherokees residing east of the Mississippi under the settlement of 1851 and treaty of 1846.	171,719 29	Feb. 2, 1857	Adverse				Feb. 12, 1858. Decision confirmed by the House.
47	O. H. Berryman and others	Prize money due them for the capture of the bark Laurens while engaged in the slave-trade.	20,664 69	do	Favorable	20,664 69			No final action.
48	Nahum Ward	Payment of forty-three loan office certificates and six per cent. interest thereon.	60,876 99	do	do	60,876 99			Do.
49	David Wood	Payment of excess of duties exacted upon certain liquors imported into N. York.	2,103 00	do	do	2,103 00			Do.
50	John Michel	do	381 00	do	do	381 00			Do.
51	Collier Hellinge, Philip T. Ellicott, and Lucretia A. Brodie, administratrix.	Payment for dredging Dog River bar, and for the loss of the dregs "Carrol."	20,832 80	do	do	20,832 80	Mar. 3, 1857	20,833 00	
52	Atkinson, Rollins & Co.	Payment of excess of duties exacted upon certain liquors imported.	4,194 00	do	do	4,194 00			Do.
53	Aymar & Co.	do	541 20	do	do	541 20			Do.
54	Wolfe & Co.	do	331 00	do	do	331 00			Do.
55	Stanwood & Reed	do	1,444 00	do	do	1,444 00			Do.
56	Samuel A. Way	do	171 00	do	do	171 00			Do.
57	J. D. & M. Williams	do	1,962 00	do	do	1,962 00			Do.
58	Udolpho Wolfe	do	299 00	do	do	299 00			Do.
59	Alfred Atkins	do	300 00	do	do	300 00			Do.
60	George W. Wales	do	3,394 00	do	do	3,394 00			Do.
61	T. B. Wales & Co.	do	1,002 00	do	do	1,002 00			Do.
62	John Ericsson	For services rendered in superintending the construction of the steamer Princeton.	15,080 00 and interest.	Feb. 5, 1857	do	13,930 00			Do.
63	George Ashley, administrator *de bonis non* of Samuel Holgate.	Payment for lumber seized on Lake Champlain in 1814 by Commodore McDonough.	1,187 51 with interest	Feb. 16, 1857	do	996 01			Do.
64	Egleston & Battell	Payment of duties illegally exacted upon certain importations of iron by the officers of customs in New York.	1,158 40 and interest.	do	do	1,158 40			Do.
65	Jane Smith, widow of John Smith.	Payment of pension, at the rate of eighty dollars per annum, from March 4, 1848, to February 3, 1853.	393 34	do	do	393 34			Do.
66	Lucinda Robinson, widow of Eber Robinson.	Payment of pension, at the rate of $340 per annum, from March 4, 1848, to February 3, 1853.	1,671 67	do	do	1,671 67			Do.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
67	Courtlandt Palmer, receiver.	Payment of duties illegally exacted upon certain importations of linens by the officers of customs in New York.	$550 80 and interest.	Feb. 16, 1857	Adverse..	.....	.....	.....	Feb. 12, 1858. Decision confirmed by the House.
68	Hannah Weaver, widow of Samuel Weaver.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,180 00	Feb. 23, 1857	Favorable..	$1,180 00	.....	.....	No final action.
69	Ann Clark, widow of Jonas Clark.	Payment of pension, at the rate of $220 per annum, from March 4, 1848, to February 3, 1853.	1,084 94	.....do.....	....do.....	1,084 94	.....	.....	Do.
70	Mary Burt, widow of Benjamin Burt.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	942 00	.....do.....	....do.....	942 00	.....	.....	Do.
71	Esther Stevens, widow of James Stevens.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,180 00	.....do.....	....do.....	1,180 00	.....	.....	Do.
72	Mercy Armstrong, widow of Elijah Armstrong.	Payment of pension, at the rate of $250 per annum, from March 4, 1848, to February 3, 1853.	1,299 17	.....do.....	....do.....	1,299 17	.....	.....	Do.
73	Nancy Madison, widow of William Madison.	Payment of pension, at the rate of $400 per annum, from March 4, 1848, to February 3, 1853.	1,966 67	.....do.....	....do.....	1,966 67	.....	.....	Do.
74	Anna Parrott, widow of Joseph Parrott.	Payment of pension, at the rate of $320 per annum, from March 4, 1848, to February 3, 1853.	1,418 63	.....do.....	....do.....	1,418 63	.....	.....	Do.
75	Margaret Taylor, widow of Isaac Taylor.	Payment of pension, at the rate of $480 per annum, from March 4, 1848, to February 3, 1853.	2,360 00	.....do.....	....do.....	2,360 00	.....	.....	Do.
76	Lavina Tipton, widow of Jonathan Tipton.	Payment of pension, at the rate of $300 per annum, from March 4, 1848, to February 3, 1853.	1,475 00	.....do.....	....do.....	1,475 00	.....	.....	Do.
77	Lucretia Wilcox, widow of James Wilcox.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,150 00	.....do.....	....do.....	1,150 00	.....	.....	Do.
78	Mary Robbins, widow of Brintnal Robbins.	Payment of pension, at the rate of $213 per annum, from March 4, 1848, to February 3, 1853.	1,048 88	.....do.....	....do.....	1,048 88	.....	.....	Do.

79	Tempy Connelly, widow of Henry Connelly.	Payment of pension, at the rate of $600 per annum, from March 4, 1848, to February 3, 1853.	2,950 00	....do....	....do....	2,950 00			Do.
80	R. Robinson, widow of Noah Robinson.	Payment of pension, at the rate of $320 per annum, from March 4, 1848, to February 3, 1853.	1,573 34	....do....	....do....	1,573 34			Do.
81	David Myerle.....	Damages sustained by reason of the violation of his contract for the manufacture of water-rotted hemp by the government.	150,000 00	....do....	Adverse..				No legal cause of action, but its equity recommended to favorable consideration. Report referred to Committee on Naval Affairs.
82	Jane Martin, widow of William Martin.	Payment of pension, at the rate of $600 per annum, from March 4, 1848, to February 3, 1853.	866 60	Dec. 15, 1857	Favorable..	866 60			No final action.
83	Melinda Durkee, widow of Nathaniel Durkee.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,180 00	....do....	....do....	1,180 00			Do.
84	Sarah Weed, widow of Smith Weed.	Payment of pension, at the rate of $600 per annum, from March 4, 1848, to February 3, 1853.	2,950 00	....do....	....do....	2,950 00			Do.
85	Mary Pierce, widow of Zebulon Pierce.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,180 00	....do....	....do....	1,180 00			Do.
86	Anna B. Johnson, widow of Peter Johnson.	Payment of pension, at the rate of $400 per annum, from March 4, 1848, to February 3, 1853.	1,966 67	....do....	....do....	1,966 67			Do.
87	Hannah Menzies, widow of Samuel P. Menzies.	Payment of pension, at the rate of $235 85 per annum, from March 4, 1848, to February 3, 1853.	1,157 04	....do....	....do....	1,157 04			Do.
88	Benjamin L. McAtee and J. N. Eastham.	Payment for carrying the mail from Louisville to Vincennes, from July 1, 1846, to June 30, 1850, and from Vincennes to Louisville.	6,000 00	....do....	....do....	6,000 00	June 5, 1858	$6,000 00	
89	Rebecca P. Nourse, widow of William Nourse.	Payment of pension, at the rate of $144 per annum, from March 4, 1848, to February 3, 1853.	706 50	....do....	....do....	706 50			Do.
90	Frederick Griffing.....	Payment of balance due him for certain land sold to the United States.	30,000 00	....do....	Adverse..				Feb. 12, 1858. Decision confirmed by the House.
91	Anna Hill, widow of Ichabod Hill.	Payment of pension, at the rate of $240 per annum, from March 4, 1848, to February 3, 1853.	1,180 00	....do....	Favorable..	1,180 00			No final action.
92	Francis Picard, administrator of Pierre Ayott.	Half-pay for life as an officer of the revolutionary army.	Not stated.	....do....	Adverse..				Feb. 12, 1858. Decision confirmed by the House.
93	.....do.	Payment for services as a captain in Hazen's regiment during the revolutionary war.	....do.	....do....	....do....				Do. do.
94	George W. Dow and John H. Ditmas.	Payment of excess of duties illegally exacted upon certain goods imported into New York.	1,105 00 and interest.	....do....	....do....				Do. do.
95	Daniel Vanwinkle	For additional pay for services in transporting the mail from Feestown to Lebanon, Ohio.	460 00 and interest.	....do....	....do....				Do. do.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
96	Joseph Loranger	Payment for property destroyed by the British during the war of 1812.	$3,500 00	Dec. 15, 1857	Adverse . .	.....	....	.....	Feb. 12, 1858. Decision confirmed by the House.
97	Michel Musy and André Galtier.	Payment of excess of duties and penalties illegally exacted by the officers of the customs at the port of New York.	1,755 25 and interest.	.....do.....	....do.....	.....	.....	.....	Do. do.
98	Henry G. Carson, administrator of Curtis Grubb.	Payment of final settlement certificate No. 285, dated January 5, 1784.	4,180 56 and interest.	.....do.....	...do.....	.....	.....	.....	Do. do.
99	Philip Lamoy and others .	Payment of the reward of $80, to which Robert Paul became entitled by the resolution of Congress of May 15, 1778.	80 00 and interest.	.....do.....	....do.....	.....	.....	.....	Do. do.
100	Polly Booth, widow of Isaiah Booth.	Payment of pension, at the rate of $90 per annum, from March 4, 1848, to February 3, 1853.	442 50	.....do.....	Favorable.	$442 50	.....	.....	No final action.
101	Sarah Eaton, widow of William Eaton.	Payment of pension, at the rate of $120 per annum, from March 4, 1848, to February 3, 1853.	590 00	.....do.....	....do.....	590 00	.....	.....	Do.
102	Temperance Childress, widow of Alexander Childress.	Payment of pension, at the rate of $80 per annum, from March 4, 1848, to February 3, 1853.	491 66	.....do.....	....do.....	491 66	.....	.....	Do.
103	Elizabeth King, widow of Jacob King.	Payment of pension, at the rate of $23 33 per annum, from March 4, 1848, to February 3, 1853.	114 71	.....do.....	....do.....	114 71	.....	.....	Do.
104	Lydia Clapp, widow of Jonathan Clapp.	Payment of pension, at the rate of $400 per annum, from March 4, 1848, to February 3, 1853.	1,966 66	.....do.....	....do.....	1,966 66	.....	.....	Do.
105	Ezra T. Marnay and others, heirs of Louis Marnay.	Half-pay for life, under the resolve of Congress of October 21, 1780, as an officer of the revolutionary army, and bounty land.	Not stated.	.....do.....	Adverse . .	.....	.....	.....	Feb. 12, 1858. Decision confirmed by the House.
106	Henry Miller.....	Payment of arrears of invalid pension, from February, 1814, to April, 1852, at $96 per annum.	Not stated.	.....do.....	....do.....	.....	.....	.....	Do. do.
107	Stephen C. Hayden	Payment for services as an inspector of customs at the port of Petaluma, California.	852 00	.....do.....	....do.....	.....	.....	.....	Do. do

108	David Noble, heir of David Noble.	Half-pay for life, under the resolutions of Congress of August, 1780, as an officer of the revolution.	Not stated.	....do....	....do....			Do. do.
109	Jos. Stokely and others, heirs of Nehemiah Stokely.	Half-pay for life, under the resolutions of Congress of October, 1780, as an officer of the revolution.	Not stated.	....do....	....do....			Feb. 19, 1858. Referred to the Committee on Revolutionary Claims.
110	Jeremiah M. Williams and others, heirs of Thomas Williams.	Half-pay for life, under the resolutions of Congress of October, 1780, as an officer of the revolution.	Not stated.	....do....	....do....			Do. do.
111	Arnold Harris, administrator of Robt. Armstrong.	Payment of pension from the date of the disability instead of the completion of the evidence.	Not stated.	....do....	....do....			Mar. 5, 1858. Decision confirmed by the House.
112	E. B. Chamberlain and others, heirs of Joshua Chamberlain.	Half-pay for life, under the resolutions of October, 1780, as an officer of the revolution.	Not stated.	....do....	....do....			Feb. 12, 1858. Decision confirmed by the House.
113	Elizabeth Morgan, widow of Ephraim Morgan.	Payment of pension from March 4, 1848, to February 3, 1853, at the rate of $600 per annum.	2,950 00	....do....	Favorable.	2,950 00		No final action.
114	Elizabeth Shaffer, widow of Jonathan Shaffer, heir of Christian Orendorff.	Payment of a final settlement certificate for $28 30, and interest from January 6, 1783.	28 30 and interest.	....do....	Adverse..			Feb. 12, 1858. Decision confirmed by the House.
115	Phebe Polly, widow of John Polly.	Payment of pension, at the rate of $100 per annum, from March 4, 1848, to February 3, 1853.	491 67	....do....	Favorable..	491 67		No final action.
116	Augustin Demers and others, administrators of Francis Chaudonet.	Half-pay for life, under the resolutions of Congress of October, 1780, as an officer of the revolutionary army.	Not stated.	....do....	Adverse..			April 16, 1858. Decision confirmed by the House.
117	Nancy Ittig, widow of Conrad Ittig.	Payment of pension, at the rate of $100 per annum, from March 4, 1848, to February 3, 1853.	491 67	....do....	Favorable..	491 67		No final action.
118	Mary Ann Hooper, widow of James Hooper.	Payment of pension, at the rate of $98 per annum, from March 4, 1848, to February 3, 1853.	393 34	....do....	....do....	393 34		Do.
119	Almira Reniff, widow of Charles Reniff.	Payment of pension, at the rate of $120 per annum, from March 4, 1848, to February 3, 1853.	590 00	....do....	....do....	590 00		Do.
120	Sarah Loomis, widow of Isaiah Loomis.	Payment of pension, at the rate of $182 50 per annum, from March 4, 1848, to February 3, 1853.	897 30	....do....	....do....	897 30		Do.
121	Mary Grant, widow of William Grant.	Payment of pension, at the rate of $170 per annum, from March 4, 1848, to February 3, 1853.	243 66	....do....	....do....	243 66		Do.
122	Alexander H. Cook.....	For indemnity under the treaty with Mexico of February, 1848, for seizure of goods at Matamoras by the Mexicans.	10,000 00 and interest.	....do....	Adverse..			Feb. 12, 1858. Decision confirmed by the House.
123	Joshua R. Jewett, heir of Joseph Jewett.	Half-pay for life, under the resolves of Congress of October, 1780, as an officer of the revolution.	Not stated.	....do....	....do....			April 16, 1858. Decision confirmed by the House.
124	John M. Thorne.....	Compensation for services as a weigher in the port of New York, illegally withheld.	18,574 04	....do....	....do....			Feb. 12, 1858. Decision confirmed by the House.
125	J. C. Buckles.....	Additional compensation for carrying the mail.	Not stated.	....do....	....do....			Do. do.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
126	James Thompson, surviving partner of C. M. Strader & Co.	Additional compensation for carrying the mail from Louisville and New Orleans.	Not stated.	Dec. 15, 1857	Adverse				No final action. March 5, 1858, referred to the Committee of Claims.
127	Robert Harrison	Payment of the award for damages decreed under the treaty of 1819 with Spain.	Not stated.	do	do				No final action. April 16, 1858, referred to the Committee of Claims.
128	J. H. King, administrator of James Greer.	Compensation for a patent for boring rifle and pistol barrels used by the United States.	Not stated.	do	do				Feb. 12, 1858. Decision confirmed by the House.
129	Thomas S. J. Johnson	Payment for goods and property taken and destroyed by the Indians in New Mexico.	$45,000 00	do	do				Do. do.
130	Abraham King, administrator of John Mandeville.	Property destroyed by the British troops during the revolutionary war at Peekskill.	3,500 00	do	do				No final action. April 16, 1858, referred to the Committee on Rev. Claims.
131	Llewellyn Jones	Amount of money wrongfully paid into the United States treasury.	1,900 00	do	do				Feb. 12, 1858. Decision confirmed by the House.
132	Robert S. Garnett	For additional compensation as aidde-camp to General Taylor during the Mexican war.	Not stated.	do	do				Do. do.
133	James Mc. McIntosh	Compensation for services as a captain, from August 14, 1837, to September 3, 1838.	204 95	do	Favorable	$204 95	May 5, 1858	$204 95	
134	Neal Smith, administrator of William Turvin.	Compensation for certain lands in the State of Alabama illegally patented to other parties.	Not stated.	do	do	Not stated.	June 7, 1858		
135	Robert C. Thompson, administrator of William Thompson.	Half-pay for life, under the resolutions of Congress of August, 1780, as an officer of the revolutionary army.	Not stated.	do	Adverse				April 16, 1858. Decision confirmed by the House.
136	Ann W. Butler, administratrix of Richard Butler.	Payment of balance due, and interest, for advances in the revolutionary war.	4,697 60 and interest.	do	do				Feb. 12, 1858. Decision confirmed by the House.
137	Christiana Dener, widow of George F. Dener.	Pension for the services of her husband during the revolutionary war.	Not stated.	do	do				Do. do.
138	Stephen C. Phillips, administrator of Jonathan P. Felt.	Return of duties or drawback upon certain goods entered for exportation and destroyed on board the steamer Lexington.	1,102 80 and interest.	do	do				Do. do.

139	Ellen Martin, heir-at-law of Francis Martin.	Half-pay for seven years allowed by the resolutions of Congress of 1778 and 1780.	Not stated.	....do....	....do....				April 16, 1858. Decision confirmed by the House.
140	Francis Nadeau, heir of Basil Nadeau.	Amount of bounty allowed by the resolutions of Congress of 1778, and bounty land.	Not stated.	....do....	....do....				Do. do.
141	Abraham R. Woolley.....	Pay and emoluments of a major of the army from May 1, 1889.	44,598 40	....do....	....do....				Jan. 7, 1859. Decision confirmed by the House.
142	Ralph Richardson, executor of Margaret Cameron, daughter of James Bell.	Compensation for services and supplies furnished to the continental army in Canada during the revolution.	Not stated.	....do....	....do....				Feb. 12, 1858. Decision confirmed by the House.
143	Charner T. Scaife, administrator of Gilbert Stalker.	Compensation for the loss of the steamboat James Adams while in government service.	30,000 00	....do....	Favorable..	5,645 16			Not finally acted on. Bill passed the Senate and reported favorably by House committee.
144	William H. Russell.....	Compensation as collector of customs at Monterey, California, from March 13, 1851, to June 23, 1851, and items of payment disallowed at the treasury.	5,502 91	....do....	....do....	839 66	Feb. 26, 1859	839 66	
145	Nathaniel Williams	Payment of arrears of pension from March 4, 1819.	Not stated.	....do....	Adverse ...				Mar. 3, 1858. Decision confirmed by the House.
146	Hugh Hughes, heirs of....	Payment of certain loan office certificates.	1,522 03 and interest.	....do....	....do....				Feb. 12, 1858. Decision confirmed by the House.
147	Ferdinand Coxe.....	Difference of compensation between a secretary of legation and chargé d'affaires *ad interim* to the court of Brazil, and outfit.	5,371 60	....do....	Favorable..	662 69	Mar. 3, 1859	662 69	
148	Richard L. Page, administrator of Wm. B. Page.	Arrears of compensation as clerk in the Treasury Department.	584 44	....do....	Adverse ...				Do. do.
149	Claimants of the brig General Armstrong.	Payment for the private armed brig General Armstrong, destroyed by the British fleet in the port of Fayal in 1814.	131,600 00	Feb. 1, 1858	....do....				Not finally acted on. May 29, 1858, referred to the Committee on Foreign Affairs.
150	Rebekah Heald, widow of Nathan Heald.	Payment for property destroyed by the Indians in August, 1812, at Fort Dearborn.	2,585 00	....do....	....do....				Feb. 12, 1858. Decision confirmed by the House.
151	Benjamin H. Springer	Additional compensation for services as agent for the purchase of anthracite coal for the Navy Department.	Not stated.	.... do....	....do....				Do. do.
152	John Etheridge.....	Compensation for services as a clerk in the Navy Department and superintendent of the southwest executive building.	Not stated.	....do....	....do....				Do. do.
153	Illinois Central Railroad Company.	Payment for lands withheld from said company under the act of September 20, 1850.	45,000 00 and interest.	....do....	....do....				Do. do.
154	Charles F. Arfwedson	Compensation for services as acting chargé d'affaires at Stockholm, Sweden.	Not stated.	Mar. 4, 1858	....do....				May 15, 1858. Decision confirmed by the House.
155	N. & B. Goddard, executors of Nathaniel Goddard.	Payment for the loss of the ship Ariadne, taken by the United States brig Argus, while sailing under a British license.	Not stated.	....do....	....do....				May 28, 1858. Decision confirmed by the House.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
156	Benjamin Cozzens, trustee of.	Payment of duties illegally exacted upon certain machinery imported into New York.	$4,393 81	Mar. 4, 1858	Adverse ...	.....	.....	.....	May 15, 1858. Decision confirmed by the House.
157	Jacob Bigelow, administrator of Francis Cazeau.	Payment for advances made to the United States army during the revolutionary war while in Canada.	110,264 02	.....do.....	....do.....	.....	.....	.....	Do. do.
158	Peter Parker.....	Compensation for services as acting commissioner to China.	2,602 71	.....do.....	Favorable..	$2,603 19	June 8, 1858	$2,603 19	
159	Joseph Ratcliff.....	Payment for timber delivered to United States navy yard at Washington in 1814.	5,630 00	April 1, 1858	Adverse ...	.....	.....	.....	May 28, 1858. Decision confirmed by the House.
160	Oliver Dubois.....	Payment for horses purchased for the United States and lost prior to inspection by disease.	7,907 80 and interest.	.....do.....	....do.....	.....	.....	.....	Do. do.
161	Joseph Clymer.....	Remuneration for losses in consequence of rescinding his contract.	118,188 78	.....do.....	....do.....	.....	.....	.....	Not finally acted on. May 19, 1858, referred to the Committhe of Claims.
162	Arthur Edwards and others	Payment for the transportation of the mail on Lake Erie.	25,160 00	.....do.....	....do.....	.....	.....	.....	Not finally acted on. May 28, 1858, referred to the Committee of Claims.
163	Dennis Cronan.....	Payment of damages for breach of contract for hauling materials for the custom-house at New Orleans.	9,263 25	.....do.....	....do.....	.....	.....	.....	Not finally acted on. May 21, 1858, referred to the Committee of Claims.
164	A. O. P. Nicholson.....	Increase of compensation of 20 per cent. on the amount of printing ordered by the House of Representatives during the 33d Congress, under joint resolution of July 20, 1854.	Not stated.	.....do.....	....do.....	.....	.....	.....	May 28, 1858. Decision confirmed by the House.
165	C. Ansart's heirs.....	Payment of pension for the services of Lewis Ansart during the revolutionary war.	Not stated.	.....do.....	....do.....	.....	.....	.....	Not finally acted on. May 21, 1858, referred to the Committee on Revolutionary Claims.
166	Joseph J. Guppey, trustee.	Preëmption to the town site known as Portage City, Wisconsin.	Not stated.	.....do.....	....do.....	.....	.....	.....	May 28, 1858. Decision confirmed by the House.
167	Charles Wilkes	Damages for the change of the grade of	25,000 00	May 4, 1858	....do.....	.....	.....	.....	Do. do.

168	William Davenport.....	Compensation for services as collector of the port of Matamoras during the war with Mexico.	1,033 41	.....do.....	....do.....	.....	.....	.....	Do. do.
169	William B. Fitzgerald....	Compensation for services as acting lieutenant in the navy on board the Chipola.	1,100 00 and interest.	.....do.....	....do.....	.....	.....	.....	Do. do.
170	J. S. Worden	Compensation for services as acting lieutenant in the navy on board the Relief.	Not stated.	.....do.....	....do.....	.....	.....	.....	Not finally acted on. May 28, 1858, referred to the Committee of Claims.
171	J. H. Waggaman.....	Arrears of compensation for services as a clerk in the General Land Office.	845 03	.....do.....	....do.....	.....	.....	.....	Do. do.
172	John L. Wirt	Damages for the change of the grade of North Capitol street, Washington city.	Not stated.	.....do.....	....do.....	.....	.....	.....	May 28, 1858. Decision confirmed by the House.
173	Jonas P. Levy	Payment for losses sustained in Mexico by the destruction of property, &c.	90,800 00	.....do.....	....do.....	.....	.....	.....	Do. do.
174	Logan Hunton	Payment for services as a district attorney for the eastern district of Louisiana.	6,035 00 and interest.	.....do.....	....do.....	.....	.....	.....	Do. do.
175	Richard Fitzpatrick	Losses sustained by the destruction of property in Florida by the Indians.	60,330 00	May 14, 1858	Favorable..	12,000 00	.....	....	Not finally acted on. Bill passed the Senate and reported favorably by House committee.
176	Thomas Allen.....	Work and labor performed in printing the Compendium of the Sixth Census.	27,730 02 and interest.	Dec. 7, 1858	....do.....	27,730 03	.....	.....	Not finally acted on.
177	Thomas C. Nye.....	Indemnity for violation of contract for carrying the mail.	Not stated.	.....do.....	Adverse ...	.....	.....	.....	
178	John Peebles	Compensation for services as surveyor in surveying land for the government.	845 25	.....do.....	Favorable..	25 00	....	.....	Do.
179	Mary E. D. Blaney, administratrix of George Blaney.	Pay and emoluments as an engineer of the works at Oak island, and repayment of certain money retained as public funds.	Not stated.	.....do.....	Adverse ...	.....	.....	.....	Do.
180	Alexander M. Cumming..	Damages sustained by the annulment of his contract for carrying the mails from Philadelphia to New York.	15,750 00	.....do.....	....do.....	.....	.....	.....	Do.
181	State of Alabama	Payment of interest on the balance due said State from 1836.	Not stated.	.....do.....	....do.....	.....	.....	.....	Do.
182	Nancy M. Johnson, widow of Walter R. Johnson.	Payment for services as member of the board to try plans to prevent explosions of steam-boilers.	2,250 00	.....do.....	Favorable..	2,250 00	.....	.....	Do.
182½	Emilie G. Jones, widow of Thomas P. Jones.	Payment for services as member of the board to test plans to prevent explosion of steam-boilers.	2,250 00	.....do.....	....do.....	2,250 00	.....	.....	Do.
183	Isaac Bowman & another, executors of Isaac Bowman.	Half-pay for life, under the resolutions of the Virginia legislature of May, 1775.	Not stated.	.....do.....	Adverse ...	.....	.....	.....	Do.
184	James H. McCulloh, heir-at-law and executor of.	Pay and emoluments as collector of the customs at the port of Baltimore from 1808 to 1836.	13,937 65	Jan. 18, 1859	....do.....	.....	.....	.....	Do.
185	James Thacher, heirs of..	Payment of the balance of pension due said Thacher.	600 00	.....do.....	....do.....	.....	.....	.....	Do.

STATEMENT—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the House of Representatives.	Nature of the report.	Amount allowed in the report.	Date of the approval of the act.	Amount allowed in the act.	Remarks.
186	Henry W. Morris	Payment of balance of pay due him as captain in the navy.	$592 59	Jan. 18, 1859	Adverse ...	.....	.....	.....	Not finally acted on.
187	Almanzon Huston.....	Compensation for carrying the mails in Texas.	21,160 00	.....do.....	....do.....	.....	.....	.....	Do.
188	George Yates, heirs of....	Half-pay for life, under the resolutions of Congress of 1780.	2,400 00 and interest.	.....do.....	....do.....	.....	.....	.....	Not finally acted on. January 21, 1859, referred to the Committee of Claims.
189	Samuel J. Hensley.....	Payment for provisions furnished the Indians in California by order of the Indian agent.	132,500 00	Feb. 3, 1859	....do.....	.....	.....	.....	Not finally acted on.
190	Chas. V. Stuart, assignee.	Payment for provisions furnished the Indians in California by order of the Indian agent.	7,826 06	.....do.....	....do.....	.....	.....	.....	Do.
191	Martin Lewis.....	Payment of a draft drawn by O. M. Wozencraft, Indian agent in California, for supplies furnished the Indians.	4,278 50	.....do.....	....do.....	.....	.....	.....	Do.
192	George McDougal.....	Payment for beef furnished the Indians in California in 1852.	81,250 00	.....do.....	....do.....	.....	.....	.....	Do.
193	Thomas Fillebrown	Payment of a judgment due him from the United States.	430 00	.....do.....	Favorable..	$430 00	.....	.....	Do.
194	James Hooker, representatives of.	Payment of arrears of pension	Not stated.	.....do.....	Adverse ...	.....	.....	.....	Do.
195	Lewis Warrington, executors of, and others.	Payment of the prize money due the captors of the ship Epervier in 1814.	Not stated.	.....do.....	....do.....	.....	.....	.....	Do.
196	David G. Barnitz, administrator of David Grier.	Payment for services and advances made by said Grier during the revolution.	11,834 15	.....do.....	....do.....	.....	.....	.....	Do.
197	Samuel F. Holbrook.....	Payment of duties illegally exacted by the collector of the port of San Francisco, California, in 1848.	3,633 83	.....do.....	....do.....	.....	.....	.....	Do.
198	Alexander Cross	Payment of arrears of rent due on certain stores used by the United States in San Francisco, California.	58,500 00 and interest.	.....do.....	....do.....	.....	.....	.....	Do.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 5.

STATEMENT

OF THE

Decisions of the Court of Claims, made since the 35th Congress, and reported on the 11th day of January to the Senate of the United States.

JANUARY 18, 1860.—Ordered to lie on the table. Motion to print referred to the Committee on Printing.

JANUARY 19, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

Prepared at the request of Hon. Phillip Phillips, of Washington city.

S. H. HUNTINGTON,
Chief Clerk.

Statement of the decisions of the Court of Claims made since the Thirty-fifth Congress, and reported on January 11, 1860, *to the Senate of the United States.*

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the Senate.	Nature of the report.	Amount allowed in the report.
199	James McCormick	Payment of an award by referees for sawmill	$25,766 67	Dec. 5, 1859	Adverse	
200	N. Riddick, of Willis Riddick	Payment for property destroyed by the enemy in the revolutionary war.	41,600 00	do	do	
201	Isaac Swain	Further allowance on claim in No. 41	10,000 00	do	do	
202	N. D. Holkar, administrator of John Holkar.	Arrears due on loan office certificates	6,594 00	do	do	
203	H. J. Anderson, administrator of E. Anderson.	Sundry allowances under contracts to supply rations for troops in war of 1812.	149,366 97	do	do	
204	M. G. Vallejo	Rent of property occupied as barracks for United States troops in 1848–49.	20,600 00	do	Favorable	$12,600 00
205	Lydia R. Shreve and others, administr's of Henry R. Shreve.	Compensation for use of his patent right for snag-boats.	200,000 00	do	Adverse	
206	S. Calvert Ford	Payment of amounts collected by United States paymasters for him as sutler.	1,085 82	do	do	
207	Erastus Williams, administrator of E. Tracey.	Compensation for services and interest on balances due him as agent for fortifications, &c., in 1812.	10,569 33	do	do	
208	Thomas B. King	Fees as branch pilot at Brazos, St. Jago, Texas	13,064 00	do	do	
209	Fernando Samaniego	Damages for detention of teams at San Antonio waiting for freight.	15,871 14	do	do	
210	N. B. Northup, administrator of John Langdon.	Compensation for services, interest on balances due, &c., as deputy commissary, in 1812.	11,143 23	do	do	
211	Willis Bennefield	Damages for failure of title to land patented to him by the United States and improved by him.	1,200 00	do	do	

213	Geo. N. Butt, survivor of Butt & Black.	Damages for failure to furnish freight under contract.	16,463 00	do	do	
214	James Kearney	Sundry allowances, brevet pay, &c., as an officer of the army.	16,907 40	do	do	
215	E. Woodbury and E. Foster	Damages for detention of vessel seized on suspicion of being engaged in the slave trade.	22,459 25	do	do	
216	Lydia Frazer, administratrix of John Frazer.	Compensation for services as architect on New York custom-house.	3,750 39	do	Favorable	2,868 00
217	Rufus L. Baker	Brevet pay as an officer of the army	Not stated	do	Adverse	
218	Harriet B. Macomb, administratrix of Gen. A. Macomb.	Brevet pay as major general	13,573 17	do	do	
219	Ruliff Van Brunt	Compensation for use and occupation of his farm in war of 1812.	1,050 00	do	do	
220	Peter N. Paillet	Indemnity for damages to his house in Tabaco, Mexico, and personal property destroyed and taken by troops in 1847.	2,753 00	do	do	
221	W. H. Chase	Double rations for commanding a separate post as an engineer officer of the United States army.	Not stated	do	do	
222	Richard Steenburgh	Value of horses impressed into the service of the United States in 1813, &c.	240 00	do	do	
223	James Valentine	do	430 00	do	do	
224	William Aubrey	do	135 00	do	do	
225	Israel Ketcham	Damages for failure to recover for him a debt due by Farrow & Harris, contractors, for building a fort, &c.	17,528 55	do	do	
226	Richard W. Meade, administrator of R. W. Meade.	Amount of claim against the Spanish government released by treaty.	373,879 88	do	do	
227	George W. Munday, administrator of E. W. Ripley.	Amount found due him by special verdict of jury.	13,246 12	do	do	
228	A. Addison, administrator of M. Leitch.	Arrears of half pay due Major Andrew Leitch of the revolutionary army.	Not stated	do	do	
229	Blas P. Alviso	Compensation for horses, &c., taken by Colonel Frémont in California in June or July, 1846.	2,050 00	do	do	
230	D. D. Davidson, administrator of Daniel Delozier.	Surveyor's share of penalties paid on release of goods seized under non-importation act at Baltimore.	81,108 30	do	do	
231	Mary Williams	Indemnity for destruction of plantation by Indians in Florida after being occupied as a military post.	30,260 00	do	do	
232	A. W. Kirk and others, representatives of John Campbell.	Balance due as assistant quartermaster general in the revolutionary war.	31,180 00	do	do	
233	E. D. Tippet	Pay as an enlisted man in United States army, after his discharge by the commanding general.	Not stated	do	do	

STATEMENT OF DECISIONS—Continued.

Number of report.	Name of claimant.	Nature of the claim.	Amount claimed in the petition.	Transmitted to the Senate.	Nature of the report.	Amount allowed in the report.
234	Carlisle & Cox, administrators of C. P. Van Ness.	Collector's share of goods seized for violation of non-intercourse acts and released.	$18,176 92	Dec. 5, 1859...	Adverse.....	.....
235	John H. Reiley, administrator of Major W. Reiley.	Difference between half pay with interest, and commutation as an officer of the revolutionary army.	Not stated.....	.....do.....	.....do.....	.....
236	J. W. Deeble.....	Pay for services as clerk in Sixth Auditor's office.	52 05	.....do.....	.....do.....	.....
237	Stephen Pleasonton's executors...	Pay for services as agent of the treasury.....	Not stated.....	.....do.....	.....do.....	.....
238	Samuel A. Smith.....	Balance due on loan office certificates.....	8,811 42	.....do.....	.....do.....	.....
239	A. H. Evans	Compensation as clerk in the office of the surveyor general of Missouri.	800 00	.....do.....	Favorable.....	$800 00
240	James Crooks.....	Proceeds of vessel and cargo sold as enemy's property.	7,943 96	.....do.....	.....do.....	183 50
241	Josiah J. Polk	Salary as acting auditor, forty-one days.....	Not stated.....	.....do.....	Adverse	.....
242	William Geiger.....	Damages for stoppage of his work under contract to build barracks for the United States.	9,306 00	.....do.....	Favorable.....	4,010 62
243	Abraham Martin.....	Additional pay as cashier of custom-house, at Philadelphia.	Not stated.....	.....do.....	Adverse	.....
244	J. L. Edwards, administrator of Thomas R. Gedney.	Allowances of commissions and for disbursements on coast survey.	1,655 10	.....do.....	Favorable.....	496 60

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 6.

REPORT

OF THE

SECRETARY OF THE SENATE,

SHOWING

The names and compensation of the persons employed in his office during the year 1859.

JANUARY 3, 1860.—Read; motion to print referred to the Committee on Printing.
JANUARY 24.—Report in favor of printing submitted, considered, and agreed to.

OFFICE OF THE SECRETARY OF THE SENATE,
January 3, 1860.

In compliance with the 11th section of the act of August 26, 1842, the Secretary of the Senate has the honor to report, that the following persons have been employed during the year 1859 in the office of the Secretary of the Senate, and have received the sums opposite their respective names, viz:

Wm. Hickey, chief clerk	$2,500 00
L. H. Machen, principal clerk, from January 1 to May 31,	800 28
W. J. McDonald, principal clerk, from June 1 to December 31	1,259 72
Jos. H. Nicholson, principal executive clerk	2,160 00
T. W. Dickins, clerk	1,850 00
W. J. McDonald, clerk, from January 1 to May 31	772 53
J. C. Fitzpatrick, clerk	1,850 00
W. Patton, clerk	1,850 00
W. F. Price, clerk	1,850 00
S. E. Benson, clerk	1,850 00
Y. P. Page	1,850 00
J. Reynolds, clerk	1,850 00
E. T. Montague, clerk, from June 1 to December 31	1,077 47
J. L. Clubb, keeper of the stationery	1,752 00
W. H. Rohrer, messenger	1,080 00
D. Conroy, messenger	1,080 00
W. Kesley, page	500 00

The clerks and other persons authorized to be employed could not be dispensed with without injury to the public service.

ASBURY DICKINS,
Secretary of the Senate.

Hon. BENJAMIN FITZPATRICK,
President of the Senate pro tempore.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 7.

REPORT

OF THE

SECRETARY OF THE SENATE

AND

THE CLERK OF THE HOUSE OF REPRESENTATIVES,

IN RELATION TO

The continuation of the compilation and publication of the American State Papers.

DECEMBER 7, 1859.—Read and ordered to lie on the table.
JANUARY 9, 1860.—Referred to the Committee on Printing.
JANUARY 24, 1860.—Report in favor of printing submitted, considered, and agreed to.

CAPITOL OF THE UNITED STATES, *December* 7, 1859.

To the honorable the Senate and
House of Representatives of the United States:

The undersigned have the honor to report to Congress that in obedience to the nineteenth section of the "Act making appropriations for sundry civil expenses of the government for the year ending the 30th of June, eighteen hundred and fifty-nine," approved the 12th of June, 1858, directing a continuance of the "compilation of congressional documents published by Congress under the name of the American State Papers, in the same manner as the first series," &c., the work has been continued since the first report of the undersigned, dated the 27th of January last. At that time two volumes had been compiled and printed—being one volume on Foreign Relations, making 943 pages, and one volume on Finance, making 1,098 pages folio. Since that time three additional volumes have been completed, and 528 pages of a fourth volume, these being—one volume on Foreign Relations, making 1,164 pages; one volume on Finance, making 1,170 pages; one volume on Public Lands, making 1,016 pages; and part of another volume on Public Lands, making 528 pages; and making in the whole 5,919 pages, which have been compiled and printed since the passage of the law above-mentioned.

This work has progressed under the special superintendence of the chief clerks of the two offices, and upon the plan and principles explained in our first report, to which we beg leave to refer, as also to

their report accompanying this, which explains more particularly the manner of executing the work and the details of progress.

The subject of making some provision for the execution of maps, plats, and drawings accompanying some of these State Papers, as suggested in the report accompanying this, is most respectfully submitted with this report, as also the subject of compensation for the labor and extra time occupied in the compilation of the matter, preparation of copy, and making indexes and tables of contents for these State Papers.

All of which is respectfully submitted.

ASBURY DICKINS,
Secretary of the Senate.
J. C. ALLEN,
Clerk of the House of Representatives of the United States.

UNITED STATES CAPITOL, *December* 7, 1859.

GENTLEMEN: Since our report dated the 25th of January last we resumed the compilation of the congressional documents published by Congress under the name of the American State Papers, under the nineteenth section of the "Act making appropriations for sundry civil expenses of the government for the year ending the 30th of June, 1859," approved on the 12th of June last, directing a continuation of the same.

The plan and principles upon which this continuation of the State Papers was commenced, and has progressed, were so fully explained in our report above-mentioned that it is not considered necessary at this time to repeat that explanation.

At the date of the last report two volumes had been completed, being the fifth volume on Foreign Relations, making 943 pages, and the fourth volume on Finance, making 1,098 pages, and together making 2,041 pages.

Since that time there have been completed a sixth volume on Foreign Relations, making 1,164 pages; a fifth volume on Finance, making 1,170 pages; a fourth volume on Public Lands, making 1,016 pages; and 528 pages of a fifth volume on Public Lands have been compiled and printed; and making altogether 5,919 pages folio, which have been compiled, prepared, and printed since the passage of the law directing the publication, including five indexes and tables of contents.

Since our last report the sixth volume on Foreign Relations was first completed, and on the 13th of May last the first copy of the text was placed in the hands of Mr. Thomas W. Dickins, of the office of the Secretary of the Senate, for the purpose of making an index and table of contents, which were completed on the 22d of September last. The next volume completed was the fifth volume on Finance, which was placed in the hands of Mr. John Bailey, of the office of the Clerk of the House of Representatives, to make an index and table of contents, on the 25th of July last, which was completed on the 1st of November. The next volume completed was the fourth volume on Public Lands, and it being desirable to have the index and table of contents of this volume completed before the meeting of Congress, it was placed in the hands of Mr. Joseph H. Nicholson and Mr. E. T. Montague, of the

office of the Secretary of the Senate, on the 1st of October. The table of contents and the general part of the index was assigned to Mr. Nicholson, and the second part, being a reference to all the private land claims, was assigned to Mr. Montague, and both of these parts were completed on the 20th of November, and are now in the hands of the printer.

Messrs. McDonald, Price, and Page, of the office of the Secretary of the Senate, and Mr. Buck, of the office of the Clerk of the House of Representatives, were each employed one month in taking from the manuscript files documents required for the compilation of this work.

There is one object connected with this publication which was not particularly provided for in the act of the 12th June, 1858, directing the continuance of these State Papers, and that is the execution and printing of the maps, plats, and drawings connected with the documents, and necessary to a correct understanding and history of them. No provision was made for the expense of their execution in the contract made with Messrs. Gales & Seaton, as none existed in the law, yet the law requires that the work should be continued down to the 4th of March, 1859, "in the same manner as the first series thereof," which "manner" includes the maps, plats, and drawings connected with the State Papers communicated to Congress, and requisite to a proper elucidation and understanding of them. But few of these, however, have so far occurred, and these will be found in the sixth volume on Foreign Relations and the fourth volume on Public Lands. The expense of the execution of these plates has been voluntarily undertaken by the publishers, they expecting to be remunerated hereafter, but for the future it is respectfully suggested that the subject be submitted to Congress for their decision as to the execution of these maps, plats, and drawings, and as to a provision with regard to the manner and expense of having the work done.

The compilation of this work during the late recess of Congress required a very close and laborious occupation, without regard to the usual office hours, and being entirely extra-official, as was determined at the time of the publication of the first series of this work, consisting of twenty-one volumes, for which those engaged in it were allowed a reasonable compensation for the extraordinary labor, exercise of the mind, and responsibility connected with the work. No similar provision has been made in the present case, and it remains with Congress to exercise their pleasure upon the subject.

Very respectfully, your obedient servants,

W. HICKEY,
Chief Clerk Office of the Secretary of the Senate.
JOHN F. CARTER,
Chief Clerk Office House of Representatives, U. S.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 8.

MEMORIAL

OF THE

AMERICAN MISSIONARY ASSOCIATION,

PRAYING

The rigorous enforcement of the laws for the suppression of the African slave-trade, and the enactment of such additional laws as may be necessary to put an end to that traffic.

JANUARY 25, 1860.—Referred to the Committee on the Judiciary, and ordered to be printed.

MEMORIAL to the Senate and House of Representatives of the United States.

The memorial and petition of the American Missionary Association respectfully represents as follows:

That your memorialists are an incorporated body under the laws of the State of New York, and that they are engaged in propagating the Gospel of the Lord Jesus Christ in the destitute portions of the Union, in foreign heathen lands, and elsewhere, by supporting missionaries, diffusing a knowledge of the Holy Scriptures, establishing schools, and in all proper ways extending the blessings of civilization and Christianity. The association, however, is neither an ecclesiastical nor a denominational body, and is not supported by denominations as such, but by individual Christians, ministers of different denominations, and laymen.

Your memorialists further represent that they have for many years sustained a mission in western Africa, which has been productive of great good to the natives of that country, and to all who have come under its influence. There are, however, serious obstructions in the prosecution of the work. It is known to your memorialists, and to all who are conversant with the history of Africa, that one of the principal obstacles in the progress of civilization and the extension of Christianity in that country is the domestic slave-trade, which owes its origin and prevalence chiefly to the foreign slave-trade. This traffic introduces intoxicating drinks and instruments of cruelty and death, stirs up contention among the tribes, producing vast and desolating wars, and leads to the most debasing vices and crimes, so that it is a well-established fact that the excess of barbarism, on the western coast of Africa especially, is the effect of the foreign slave-trade, and that, in the interior, beyond the reach of that influence, the negroes are far more civilized, industrious, and peaceful.

Along the shores of Africa, wherever the foreign slave-trade is carried on, the natives form the worst and most wretched population of the whole continent. There is more drunkenness than elsewhere, greater cruelty, a lower morality, more crime, more misery of every kind, than is ever seen where the foreign slave-trade does not prevail; and it is the policy of the slave-traders to corrupt the natives by intoxicating drinks and other appliances, that they may have power over them, and that they may more successfully carry on their iniquitous traffic.

In view of these considerations, and of all that pertains to the welfare of the African tribes, and especially of those over which the association exerts a beneficial influence, your memorialists, in common with a large portion of the people of the United States, feel a deep concern at the recommencement, on the part of citizens of this country, of the African slave-trade. Cargoes of Africans have been brought into the country by American citizens in American ships, built and fitted out in these States, in defiance of the law, which stigmatizes such traffic as piracy, and against a treaty with a foreign power; and the unfortunate victims of this nefarious man-stealing have been sold, and, with their posterity, consigned to perpetual bondage.

This piratical and illegal trade—this inhuman invasion of the rights of men—this outrage on civilization and Christianity—this violation of the laws of God and man—is openly countenanced and encouraged by a portion of the citizens of some of the States of this Union; the perpetrators, who were taken *flagrante delicto*, have been acquitted on a jury trial; and citizens of this country are combining to reopen and carry on the foreign slave-trade, while a party is forming favorable to a repeal of the law that attaches a death-penalty to the crime—a law which was founded upon the broadest principles of philanthropy, religion, and humanity, and is in exact consonance with the divine law.

Your memorialists, as American citizens and as Christians, feel compelled, in view of the crime and sin alluded to, and their disastrous effects upon their mission in Africa, as well as upon their native country, most earnestly and respectfully to entreat your honorable bodies to cause the law of the land against the foreign slave-trade to be rigorously enforced, additional laws to be enacted, if necessary, to insure the conviction and punishment of pirates who may be engaged in the foreign slave-trade, that the honor of the nation may be preserved, treaty obligations fulfilled, and the country saved from the disgrace of renewing a traffic held in abhorrence by the civilized world, and from the displeasure of the Supreme Ruler of the Universe.

The cause of missions is dear to the hearts of the Christian people of this country, and they look to the constituted authorities with deep anxiety at the present crisis; they have a deep sense of the solemnity of the obligations which treaties, superadded to the claims of natural justice, have imposed on the government of this country; and they justly apprehend the continued displeasure of the Great Ruler of Nations if a traffic so abhorred of God and man is suffered to exist.

It is their prayer, and the prayer of your memorialists, that the

blessings of Almighty God may rest upon the Congress of the United States, and that He will so enlighten the minds and guide the deliberations of those who are called into the councils of the nation, that the faith and honor of the people and their government should be preserved, all portions of their fellow-citizens saved from the guilt of piratical depredations upon the unoffending inhabitants of a distant continent, and the judgments of an incensed God be averted from their beloved land. And, as in duty bound, will ever pray.

DAVID THURSTON,
President of the American Missionry Association.

GEORGE WHIPPLE,
S. S. JOCELYN,
Secretaries.

NEW YORK, *December* 2, 1859.

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36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 9.

IN THE SENATE OF THE UNITED STATES.

JANUARY 26, 1860.

On motion by Mr. JOHNSON, of Arkansas,

Ordered, That the following papers be printed to accompany "bill (S. 19) legalizing certain entries of lands on Leavenworth island, in the State of Missouri."

GENERAL LAND OFFICE, *September* 27, 1858.

GENTLEMEN: I have to acknowledge the receipt of your letter of the 14th of May last, inclosing the petition and affidavit of Weeden Mushonn in relation to his application to preëmpt the southeast fractional quarter of section 26, township 8, range 22 east, on *Leavenworth island*, in the Missouri river, at your office, and asking this office for certain instructions relating thereto for your future guidance. In reply I have to state that the affidavit of said Mushonn states, "that the island of which this claim is a part is separated from Kansas Territory by the whole channel of the Missouri river, and is in the county of Platte, in the State of Missouri, and there is but a *small slough* running around the Missouri side of the island in high water."

In arriving at a proper conclusion on this subject it will be necessary to look into the act of Congress of June 7, 1836, extending the western boundary line of the State of Missouri, and the act of Congress of May 30, 1854, organizing and establishing the boundaries of Nebraska and Kansas.

The act of June 7, 1836, provides, "That when the Indian title to all the lands lying between the State of Missouri and the Missouri river shall be extinguished, the jurisdiction over said lands shall be hereby ceded to the State of Missouri, and the *western boundary* of said State *shall then be extended to the Missouri river*," reserving to the United States the original right of soil in said lands and of disposing of the same.

The act of May 30, 1854, section 19, United States Statutes, volume 10, page 283, provides as follows:

"*And be it further enacted*, That all that part of the territory of the United States included within the following limits, except such portions thereof as are hereinafter expressly exempted from the operations of this act, to wit: beginning at a point on the western boundary of Missouri, where the 37th parallel of north latitude crosses the same; thence west, on said parallel, to the eastern boundary of New Mexico; thence north, on said boundary, to latitude 38°; thence, following said boundary westward, to the east boundary of the Territory of Utah, on

the summit of the Rocky mountains; thence northward, on said summit, to the 40th parallel of latitude; thence east, on said parallel, to the western boundary of the State of Missouri; *thence south, with the western boundary of said State, to the place of beginning*, be, and the same is hereby, created into a temporary government, by the name of the Territory of Kansas."

From the above, it will be perceived that the act of 1836 (called the Platte purchase) made the Missouri river the western boundary of Missouri, and which was fixed and established before the passage of the Kansas organic act of May 30, 1854, and must, therefore, govern and control the eastern boundary of Kansas, according to the provisions of said organic act. The principle laid down by jurists, in such cases, is that, "when a river is the boundary between two nations or States, if the original property is in *neither*, and there be no convention respecting it, *each holds* to the middle of the *main stream;* but when, in case one State is the original proprietor, and grants the territory on one side only, it retains the river within its *own* domain, and the newly-erected State extends to the river only, and low-water mark is its boundary."—(See Henly, lessee, *vs.* Anthony *et al.*, 5 Wheaton's U. S. Reports.)

The United States in this case was the owner of the domain, and when the boundary line was established from Missouri, it extended to the middle of the main channel of the Missouri river, and excluded all the islands contiguous or attached to the main shore of Missouri.

The evidence submitted by Mr. Mershonn clearly shows that this island lay adjacent to the Missouri shore, and that the main channel or body of water flowed between the *island* and Kansas Territory.

It is therefore the opinion of this office that the land on *Leavenworth island* is within the jurisdiction of the State of Missouri, and the government officers in Kansas have no jurisdiction over the same.

You will therefore permit no entry or settlement upon the lands in said section embraced in Leavenworth island.

The lands will only be subject to sale or preëmption at some one of the land offices in Missouri after the proper instructions are issued by this office in reference thereto.

Respectfully,

JOS. S. WILSON,
Acting Commissioner.

REGISTER AND RECEIVER,
Kickapoo, Kansas Territory.

GENERAL LAND OFFICE, *October* 22, 1858.

GENTLEMEN: I have to acknowledge the receipt of your letter of the 7th instant, requesting further information relative to preëmption settlers on *Leavenworth island*, in the Missouri river. In reply thereto I have to state, that in accordance with the decision contained in the letter of this office to the register and receiver at Kickapoo, Kansas

Territory, bearing date the 27th ultimo, settling the question of jurisdiction between the State of Missouri and Kansas Territory to said island, all preëmption entries permitted at the land office at Kickapoo, Kansas Territory, to lands on said island will be cancelled, the lands not being subject to preëmption or entry in the land offices in Kansas.

At an early period instructions will be sent out to the register and receiver at Kickapoo, Kansas Territory, calling for a full report to be furnished this office of all the lands embraced on said island, showing that which remains vacant and that which is claimed by preëmption, so that the lands entered by preëmption may be cancelled and the purchase money returned to the several parties interested.

The field notes and plats of survey of said island will be transmitted to the surveyor general of Missouri and Illinois for his approval, and when approved and certified to this office, proper instructions will be sent out to the proper land office in Missouri, (Plattsburg,) directing what course to be pursued in relation to the disposal of said lands on Leavenworth island.

These lands will then become subject to preëmption, and the parties will be required to make new settlements on the land, and new filings in the land office in Missouri, where they will be permitted to enter the same by preëmption, provided no superior right thereto has intervened.

Respectfully,

THOS. A. HENDRICKS,
Commissioner.

P. L. HUDGENS & SON,
Kickapoo, Kansas Territory.

GENERAL LAND OFFICE, *January* 15, 1859.

SIR: I have the honor to return herewith a letter, and copy of a bill accompanying the same, dated 11th instant, from Hon. W. R. W. Cobb, in reference to certain entries of lands situate on Leavenworth island, and to report that Leavenworth island was surveyed and platted by the surveyor general of Kansas and Nebraska as Kansas land, and the plats were returned to the local office at Kickapoo; that those persons for whose relief said bill is proposed, settled upon said island, and consummated their preëmption claims by entry at said Kickapoo land office. Afterwards, the question of jurisdiction over said island arose, and was presented to this office; and, after a thorough investigation, it was decided that of that decision, and the consequences thereof, I respectfully refer you to the inclosed copies of letters from this office: one of September 27, 1858, to the register and receiver at Kickapoo, the other to P. L. Hudgens & Son, dated October 22, 1858.

Very respectfully, your obedient servant,

THOS. A. HENDRICKS,
Commissioner.

HON. JACOB THOMPSON,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, January 26, 1859.

SIR: I have the honor to acknowledge the receipt of your letter of the 11th instant, inclosing House bill No. 736, "for legalizing certain entries of lands situate on Leavenworth island, in the State of Missouri."

From the report of the Commissioner of the General Land Office of the 15th instant, copy of which is now inclosed, you will perceive that the bill would afford relief to parties who appear to be equitably entitled thereto, and the provisions of said bill are such as are approved by this department. It is returned to you herewith.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary*.

Hon. W. R. W. COBB,
Ch'm Com. Public Lands, House of Reps.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 10.

IN THE SENATE OF THE UNITED STATES.

RESOLUTION BY MR. BROWN.

That the Territories are the common property of the States, and that it is the privilege of the citizens of all the States to go into the Territories with every description of property recognized under the Constitution, and held under the laws of any of the States, &c.

January 18, 1860.—Submitted.
January 24, 1860.—Considered, and postponed to to-morrow at half-past one o'clock.
January 25, 1860.—Resumed, debated, and adjourned.
January 26, 1860.—Resumed, debated, and adjourned.
January 30, 1860.—Resumed, debated, amendment proposed, and postponed to Wednesday next at half-past one o'clock.
February 1, 1860.—Resumed, ordered to be printed with the proposed amendment, and postponed to, and made the special order for, to-morrow at half-past one o'clock.

RESOLUTION.

Resolved, That the Territories are the common property of all the States, and that it is the privilege of the citizens of all the States to go into the Territories with every kind or description of property recognized by the Constitution of the United States and held under the laws of any of the States, and that it is the constitutional duty of the law-making power, wherever lodged, or by whomsoever exercised, whether by the Congress or the territorial legislature, to enact such laws as may be found necessary for the adequate and sufficient protection of such property.

Resolved, That the Committee on Territories be instructed to insert in any bill they may report for the organization of new Territories, a clause declaring it to be the duty of the territorial legislature to enact adequate and sufficient laws for the protection of all kinds of property, as above described, within the limits of the Territory, and that upon its failure or refusal to do so, it is the admitted duty of Congress to interpose and pass such laws.

The following amendment, submitted by Mr. Wilkinson to the above resolution January 30, 1860:

Strike out all after the word "Resolved," where it first occurs, and insert the following:

That the Territories are the common property of the *people* of the United States; that Congress has full power and authority to pass all laws necessary and proper for the government of such Territories; and that, in the exercise of such power, it is the duty of Congress so to legislate in relation to slavery therein that the interests of free labor may be encouraged and protected in such Territories.

Resolved, That the Committee on Territories be instructed to insert in any bill they may report for the organization of new Territories a clause declaring that there shall be neither slavery nor involuntary servitude in such Territories, except in punishment for crime whereof the party has been duly convicted.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 11.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 2, 1860.—Considered, postponed to, and made the special order of the day for Wednesday next, at 1 o'clock.

Mr. DAVIS submitted the following

RESOLUTIONS:

1. *Resolved*, That, in the adoption of the Federal Constitution, the States adopting the same acted severally as free and independent sovereignties, delegating a portion of their powers to be exercised by the federal government for the increased security of each against dangers, *domestic* as well as foreign; and that any intermeddling by any one or more States, or by a combination of their citizens, with the domestic institutions of the others, on any pretext, whether political, moral, or religious, with the view to their disturbance or subversion, is in violation of the Constitution, insulting to the States so interfered with, endangers their domestic peace and tranquillity—objects for which the Constitution was formed—and, by necessary consequence, serves to weaken and destroy the Union itself.

2. *Resolved*, That negro slavery, as it exists in fifteen States of this Union, composes an important portion of their domestic institutions, inherited from their ancestors, and existing at the adoption of the Constitution, by which it is recognized as constituting an important element of the apportionment of powers among the States; and that no change of opinion or feeling on the part of the non-slaveholding States of the Union in relation to this institution can justify them or their citizens in open and systematic attacks thereon with a view to its overthrow; and that all such attacks are in manifest violation of the mutual and solemn pledge to protect and defend each other, given by the States, respectively, on entering into the constitutional compact which formed the Union, and are a manifest breach of faith and a violation of the most solemn obligations.

3. *Resolved*, That the Union of these States rests on the equality of rights and privileges among its members, and that it is especially the duty of the Senate, which represents the States in their sovereign capacity, to resist all attempts to discriminate either in relation to person or property, so as in the Territories, which are the common possession of the United States, to give advantages to the citizens of one State which are not equally secured to those of every other State.

4. *Resolved*, That neither Congress nor a territorial legislature, whether by direct legislation or legislation of an indirect and unfriendly

nature, possess the power to annul or impair the constitutional right of any citizen of the United States to take his slave property into the common territories, but it is the duty of the federal government there to afford, for that as for other species of property, the needful protection; and if experience should at any time prove that the judiciary does not possess power to insure adequate protection, it will then become the duty of Congress to supply such deficiency.

5. *Resolved,* That the inhabitants of an organized Territory of the United States, when they rightfully form a constitution to be admitted as a State into the Union, may then, for the first time, like the people of a State, when forming a new constitution, decide for themselves whether slavery as a domestic institution shall be maintained or prohibited within their jurisdiction; and if Congress shall admit them as a State, "they shall be received into the Union with or without slavery, as their constitution may prescribe at the time of their admission."

6. *Resolved,* That the provision of the Constitution for the rendition of fugitives from service or labor, "without the adoption of which the Union could not have been formed," and the laws of 1793 and 1850, which were enacted to secure its execution, and the main features of which, being similar, bear the impress of nearly seventy years of sanction by the highest judicial authority, have unquestionable claim to the respect and observance of all who enjoy the benefits of our compact of Union; and that the acts of State legislatures to defeat the purpose or nullify the requirements of that provision, and the laws made in pursuance of it, are hostile in character, subversive of the Constitution, revolutionary in their effect, and if persisted in must sooner or later lead the States injured by such breach of the compact to exercise their judgment as to the proper mode and measure of redress.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 12.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 2, 1860.—*Ordered*, That all the resolutions relating to the questions of slavery and the Territories be printed together.

RESOLUTION submitted by Mr. PUGH, December 15, 1859.

Resolved, That the Committee on Territories be instructed to inquire into the expediency of repealing so much of the acts approved September 9, 1850, for the organization of territorial governments in New Mexico and Utah, as requires that all the laws passed by the legislatures of those Territories shall be submitted to Congress for approval or rejection.

AMENDMENT proposed by Mr. HARLAN to the resolution of Mr. PUGH

At the end thereof add:

And said committee is also instructed to inquire into the propriety of authorizing the people of each of said Territories to elect all their territorial officers, (executive, legislative, and judicial,) in such manner as the legislatures thereof shall provide.

RESOLUTION submitted by Mr. DOUGLAS, January 16, 1860.

Resolved, That the Committee on the Judiciary be instructed to report a bill for the protection of each State and Territory of the Union against invasion by the authorities or inhabitants of any other State or Territory, and for the suppression and punishment of conspiracies or combinations in any State or Territory with intent to invade, assail, or molest the government, inhabitants, property, or institutions of any other State or Territory of the Union.

RESOLUTIONS submitted by Mr. BROWN, January 18, 1860.

Resolved, That the Territories are the common property of all the States, and that it is the privilege of the citizens of all the States to go into the Territories with every kind or description of property recognized by the Constitution of the United States and held under the laws of any of the States, and that it is the constitutional duty of the law-making power, wherever lodged, or by whomsoever exercised, whether by the Congress or the territorial legislature, to enact such

laws as may be found necessary for the adequate and sufficient protection of such property.

Resolved, That the Committee on Territories be instructed to insert in any bill they may report for the organization of new Territories a clause declaring it to be the duty of the territorial legislature to enact adequate and sufficient laws for the protection of all kinds of property, as above described, within the limits of the Territory; and that upon its failure or refusal to do so, it is the admitted duty of Congress to interpose and pass such laws.

AMENDMENT proposed by Mr. WILKINSON to the resolution of Mr. BROWN.

Strike out all after the word "Resolved," where it first occurs, and insert the following:

That the Territories are the common property of the people of the United States; that Congress has full power and authority to pass all laws necessary and proper for the government of such Territories; and that, in the exercise of such power, it is the duty of Congress so to legislate in relation to slavery therein that the interests of free labor may be encouraged and protected in such Territories.

Resolved, That the Committee on Territories be instructed to insert in any bill they may report for the organization of new Territories a clause declaring that there shall be neither slavery nor involuntary servitude in such Territories, except in punishment for crime whereof the party has been duly convicted.

RESOLUTIONS submitted by Mr. DAVIS, February 2, 1860.

1. *Resolved*, That, in the adoption of the Federal Constitution, the States adopting the same acted severally as free and independent sovereignties, delegating a portion of their powers to be exercised by the federal government for the increased security of each against dangers, *domestic* as well as foreign; and that any intermeddling by any one or more States, or by a combination of their citizens, with the domestic institutions of the others, on any pretext whatever, political, moral, or religious, with the view to their disturbance or subversion, is in violation of the Constitution, insulting to the States so interfered with, endangers their domestic peace and tranquillity—objects for which the Constitution was formed—and, by necessary consequence, serves to weaken and destroy the Union itself.

2. *Resolved*, That negro slavery, as it exists in fifteen States of this Union, composes an important portion of their domestic institutions, inherited from their ancestors, and existing at the adoption of the Constitution, by which it is recognized as constituting an important element of the apportionment of powers among the States; and that no change of opinion or feeling on the part of the non-slaveholding States of the Union in relation to this institution can justify them or their citizens in open and systematic attacks thereon with a view to its overthrow; and that all such attacks are in manifest violation of the mutual and solemn pledge to protect and defend each other, given by the

States, respectively, on entering into the constitutional compact which formed the Union, and are a manifest breach of faith and a violation of the most solemn obligations.

3. *Resolved*, That the Union of these States rests on the equality of rights and privileges among its members, and that it is especially the duty of the Senate, which represents the States in their sovereign capacity, to resist all attempts to discriminate either in relation to person or property, so as in the Territories, which are the common property of the United States, to give advantages to the citizens of one State which are not equally assured to those of every other State.

4. *Resolved*, That neither Congress nor a territorial legislature, whether by direct legislation or legislation of an indirect and unfriendly nature, possess the power to annul or impair the constitutional right of any citizen of the United States to take his slave property into the common Territories, but it is the duty of the federal government there to afford for that, as for other species of property, the needful protection; and if experience should at any time prove that the judiciary does not possess power to insure adequate protection, it will then become the duty of Congress to supply such deficiency.

5. *Resolved*, That the inhabitants of an organized Territory of the United States, when they rightfully form a constitution to be admitted as a State into the Union, may then, for the first time, like the people of a State, when forming a new constitution, decide for themslves whether slavery, as a domestic institution, shall be maintained or prohibited within their jurisdiction; and if Congress shall admit them as a State, "they shall be received into the Union with or without slavery, as their constitution may prescribe at the time of their admission."

6. *Resolved*, That the provision of the Constitution for the rendition of fugitives from service or labor, without the adoption of which the Union could not have been formed, and that the laws of 1793 and 1850, which were enacted to secure its execution, and the main features of which, being similar, bear the impress of nearly seventy years of sanction by the highest judicial authority, have unquestionable claim to the respect and observance of all who enjoy the benefits of our compact of Union; and that the acts of State legislatures to defeat the purpose, or nullify the requirements of that provision, and the laws made in pursuance of it, are hostile in character, subversive of the Constitution, revolutionary in their effect, and if persisted in must sooner or later lead the States injured by such breach of the compact to exercise their judgment as to the proper mode and measure of redress.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 13.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 7, 1860.—Ordered to be printed.

AMENDMENTS intended to be proposed by Mr. SAULSBURY to the resolutions submitted by Mr. DAVIS on the 2d February, 1860.

Amend the sixth resolution by adding thereto, after the word "redress," the following: "within the limitations and restrictions of the federal Constitution."

Further amend by adding the following as the seventh resolution:

7. *Resolved*, That the Constitution of the United States having been ordained and established by the people of the several States, in order to form a more perfect union, establish justice, insure domestic tranquillity, provide for the common defense, promote the general welfare, and secure the blessings of liberty to themselves and their posterity, has been eminently promotive of the objects of its formation, and that it is of infinite moment that the people of this whole country should properly estimate the immense value of their federal Union to their collective and individual happiness; that they should cherish a cordial, habitual and immovable attachment to it, accustoming themselves to think and speak of it as of the palladium of their political safety and prosperity, watching for its preservation with jealous anxiety, discountenancing whatever may suggest even a suspicion that it can in any event be abandoned, and indignantly frowning upon the first dawning of every attempt to alienate any portion of our country from the rest or to enfeeble the sacred ties which now link together the various parts.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 14.

MEMORIAL

OF THE

CHAMBER OF COMMERCE OF NEW YORK

PRAYING

That provision be made for collecting Commercial Statistics in taking the Census.

FEBRUARY 14, 1860.—Ordered to lie on the table and be printed.

CHAMBER OF COMMERCE,
New York, February 2, 1860.

To the honorable the Congress of the United States in Senate and House of Representatives convened:

The memorial of the Chamber of Commerce of the State of New York respectfully represents: That the laws relating to the census of the United States, while they require the collection of copious statistics of agriculture and manufactures, make no provision for those of commerce. This omission your memorialists regard as a serious defect. An inspection of these laws will show that they were designed to secure statistics that would exhibit, among other things, a correct and comprehensive view of the wealth and productive capacity of the nation, but it is manifest that they cannot compass this end without providing for the collection of commercial statistics.

Commerce is one of the most important branches of our productive industry. It is second only to agriculture; and but little, if at all, inferior to that. It employs a vast amount of capital, and produces large annual results to those engaged in it, besides supplying government with revenue. It thus contributes a liberal share to the prosperity of the country, and at the same time enlarges the circle of our enjoyments by placing within the reach of all the products of every other section of the globe.

Your memorialists respectfully submit, that an interest of such magnitude and usefulness should not be overlooked in a professed inventory of the wealth and productive resources of the country. Its statistics are clearly necessary to the completeness of such inventory; and, if properly collected and digested, they will serve as data of the highest value for the guidance of statesmen and merchants; and at the same time, essentially aid the students of social science.

It appears to have been the first intention of Congress to include the statistics of commerce in the census of 1850. The preliminary act in

relation thereto, passed March 3, 1849, established a Census Board, and charged it with the duty of preparing forms and schedules for enumerating the inhabitants, and for collecting such information as to mines, agriculture, *commerce*, manufactures, education, and other topics as would exhibit a full view of the pursuits, industry, education, and resources of the country. It would seem that the Census Board, in performing the duty assigned to it, omitted the schedules for collecting commercial statistics. At least, no such schedules are to be found in the general law providing for that census, and every subsequent one, which was passed at the next session of Congress, while all the others named in the preliminary act are included.

Your memorialists are unwilling to believe that this omission is to be attributed to any want of appreciation of the importance of commerce or of the value of its statistics, on the part of Congress and the census board, but rather to the difficulty encountered in framing questions that would elicit the information desired. This difficulty, it is believed, is rather imaginary than real. The information sought relates to the extent of commerce, the amount of capital employed in it, and its annual results or gross profits. These three leading classes of facts, and others connected with their subdivision, may be readily ascertained by correct answers to a few simple questions, as a glance at the nature and mechanism of commerce will demonstrate.

Commerce consists in the transportation, sale, and distribution of articles produced in other departments of industry. Mining and agriculture supply raw materials; the manufacturing arts fit them for consumption, by modifying their forms; and commerce changes their locality and ownership. In performing this office it produces wealth, by augmenting the value of the articles that pass through its channels. There are those who believe that commerce is unproductive. They perceive that it neither produces commodities nor changes their forms, and thence infer that instead of adding to the volume of wealth it diminishes it by drawing its sustenance from other industrial interests. They forget that a change of locality and a change of ownership are just as essential to the ultimate usefulness of commodities as their production or change of form. A chest of tea is the same, in quantity and quality, when it arrives at New York as when it leaves Canton, but it has more value. Freight charges, insurance, and commissions are superadded, and unless we are willing to pay a price that will cover this additional cost we must forego its use. Nor is this all, we must pay besides, to the tradesman or retailer, a suitable commission for his services and outlays in dividing it up in quantities adapted to our wants. The same is true of every article that passes through the channels of commerce.

From this explanation of the nature of commerce, and the manner in which it aids in the production of wealth, it will be seen that the capital it employs consists—first, in the machinery of transportation, such as railroads, canals, steamboats, and ships; and, secondly, in the means of exchange, such as warehouses, stocks of goods, and money. Its gross earnings consist in the transportation department in freight and charges, insurance, storage, and cartage; in the exchange department of the gross profits and commissions charged on all sales.

A table for collecting commercial statistics should therefore embrace the following inquiries:

1. As to the annual amount of sales.
2. As to the amount of capital employed.
3. As to the gross annual earnings.

And these leading inquiries should be subdivided, so as to ascertain what proportion of the capital is employed in transportation, and what proportion in buying and selling; how much of it consists in real estate, and how much in floating capital; what share of the aggregate earnings is derived respectively from transportation and from commissions and profits on sales; and how much of the capital employed in transportation is appropriated to land carriage, and how much to water carriage.

A schedule framed in accordance with these views is hereto annexed. It embraces but seven distinct questions, and yet your memorialists believe it will secure statistical results more complete and reliable than any that have hitherto been obtained in relation to this interest in any country, and even more complete than those that have been collected in relation to most other interests.

They would, therefore, most respectfully ask your honorable bodies to amend the act providing for the census of 1850 and every subsequent census, passed May 23, 1850, by adding to its tables the accompanying schedule, and making it a part of said act. And as the first day of June next is the period fixed by law for taking the eighth census of the United States, they would also respectfully urge the necessity of prompt action, to the end that those charged with its preliminary duties may have time to prepare and distribute blanks in conformity with the proposed amendment.

By order of the chamber,

P. PERIT. [SEAL.]
President

Schedule No. 7.—Commerce.

Annual sales.	Capital employed.				Annual earnings.	
	In transportation.		In trade.		From transportation.	From trade.
	Water transfer.	Land transfer.	Real estate.	Personal estate.		

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 15.

MEMORIAL

OF THE

LEGISLATURE OF WISCONSIN,

IN RELATION

To the affairs of the Indian tribes within that State.

FEBRUARY 21, 1860.—Referred to the Committee on Indian Affairs, and ordered to be printed.

A MEMORIAL to the Congress of the United States, in relation to the affairs of Indian tribes within the State of Wisconsin.

The memorial of the legislature of the State of Wisconsin respectfully represents, that it appears from a late investigation into the affairs of the Menomonee Indians that the most shameful frauds have been practiced upon them by designing men, in consequence of which they are reduced to a state of utter destitution.

Your memorialists would therefore respectfully request the enactment of a law for the protection of Indian tribes within the limits of this State from a repetition of like abuses; and also for an investigation into the financial affairs, and relations generally, of Indian tribes within this State with the government.

WM. P. LYON,
Speaker of the Assembly.
BUTLER G. NOBLE,
Lieutenant Governor and President of the Senate.

Approved, February 15, 1860.

ALEX. W. RANDALL.

STATE OF WISCONSIN, *Secretary's Office, ss:*

The Secretary of State of the State of Wisconsin hereby certifies that the foregoing memorial has been compared with the original enrolled memorial on file in this office, and that the same is a true and correct copy thereof, and of the whole of such original.

In witness whereof, I have hereunto set my hand, and affixed the great seal of the State, at the capitol in Madison, this sixteenth day of February, A. D. 1860.

[L. S.]

EDWARD ILSLEY,
Assistant Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 17.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA

IN FAVOR OF

The establishment of a new Territory in Western Utah.

FEBRUARY 23, 1860.—Referred to the Committee on Territories, and ordered to be printed.

Resolved by the Senate, the Assembly concurring, That our senators in Congress be instructed, and our representatives requested to use their best exertions to procure the passage of an *act* creating with convenient boundaries a new Territory in Western Utah.

Resolved, That his excellency the governor be requested to forward a copy of the above resolution to each of our senators and representatives in Congress, at as early a day as practicable.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate, pro tem.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, Secretary of State of the State of California, do hereby certify that the annexed is a true, full, and correct copy of concurrent resolutions, No. 2, relative to new Territory in Western Utah, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the twentieth day of January, anno Domini 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By CHAS. FORMAN,
Deputy.

6TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 18.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

The survey and establishment of the eastern boundary of that State.

FEBRUARY 23, 1860.—Referred to the Committee on Territories, and ordered to be printed.

Resolved by the Senate, the Assembly concurring, That our delegation in Congress be requested to use all honorable means within their power to secure the passage of an act by the general government for a survey and establishment of the eastern boundary of California, within one year.

Resolved, That the governor be requested to forward a copy of this resolution to each of our delegation in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate, pro tem.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, Secretary of State of the State of California, do hereby certify that the annexed is a true, full, and correct copy of concurrent resolution No. 1, relative to survey of eastern boundary of California, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the fourteenth day of January, anno Domini 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By CHAS. FORMAN,
Deputy.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 19.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA,

In relation to the public lands in that State.

FEBRUARY 23, 1860.—Referred to the Committee on Finance, and ordered to be printed.

Whereas, The prosperity and future development of the resources of our State demand the prompt settlement of land titles in California, and as a basis thereof the segregation of the private land claims from the public domain, and the subdivision of the public land, contiguous to the private ranchos, comprising the most desirable lands in our State for the settlement of families: therefore,

Be it resolved by the Senate, the Assembly concurring:

SECTION 1. That under the meager appropriation of the present year, and an anticipated diminution of the same for the coming year, our citizens are and will be suffering under great injustice and wrong from the United States.

SECTION 2. That our senators be instructed, and our representatives in Congress requested and urged to obtain a sufficient appropriation to meet the immediate wants of our State in this regard, as the paramount interest thereof.

SECTION 3. That his excellency, the governor, be requested to forward a copy of these resolutions to our senators and representatives in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate, pro. tem.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, Secretary of State of the State of California, do hereby certify that the annexed is a true, full, and correct copy of con-

current resolution No. 4, relative to public lands, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the twentieth day of January, anno Domini 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By CHAS. FORMAN,
Deputy.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 20.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

The establishment of a semi-weekly mail from San Juan to Los Angeles in that State.

FEBRUARY 24, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Resolved by the Assembly, the Senate concurring, That our senators in Congress be, and they are hereby, instructed, and our representatives requested, to use their endeavors with the Postmaster General to procure the establishment of a semi-weekly mail from San Juan, in Monterey county, *via* Salinas, San Louis Obispo, and Santa Barbara to the city of Los Angeles.

Resolved, That the governor be requested to furnish a copy of the foregoing resolution to each of our senators and representatives in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, January 23, A. D. 1860.

JOHN G. DOWNEY,
Governor.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, Secretary of State of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the orignal resolution, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the twenty-fourth day of January, anno Domini, 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By CHAS. FORMAN,
Deputy.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 21.

RESOLUTIONS

OF THE

LEGISLATURE OF NEW MEXICO,

IN FAVOR OF

The organization of a territorial government for Arizona.

FEBRUARY 27, 1860.—Referred to the Committee on Territories, and ordered to be printed.

Memorial to the Congress of the United States, touching the organization of the Territory of Arizona.

WHEREAS, The people of the southern and western portion of the Territory of New Mexico, being within the limits of the proposed Territory of Arizona, have been, for the last three years, asking of Congress a separate territorial organization; and whereas the peculiar situation of that people is such, owing to the want of protection, legal and military, and the utter inadequacy of the government of New Mexico to administer to their necessities, from geographical barriers that the country itself imposes; and whereas the great majority of the people of New Mexico sympathize with them in their endeavors to procure that consideration and protection from the Congress of the United States that they, as American citizens, are so justly entitled to: Therefore,

Be it resolved by the Senate and House of Representatives of the Territory of New Mexico in legislature assembled, That the Congress of the United States be, and they are hereby, memorialized in behalf of the citizens of Arizona; and that we join them in their endeavors to obtain the territorial organization of Arizona.

Resolved, That the Congress of the United States, in granting to Arizona a territorial organization, will be doing an act of justice which the peculiar necessities of that people demand.

LEVI J. KEITHLY,
Speaker of the House of Representatives.
JOSÉ G. GALLEGOS,
President de Conselo.

I hereby certify that the foregoing is a true copy, passed by the legislature of New Mexico, relative to the organization of the Territory of Arizona.

MIGUEL A. OTERO.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 22.

MEMORIAL

OF THE

CHAMBER OF COMMERCE OF NEW YORK,

ON THE

Subject of international law as to damages resulting from collisions at sea.

FEBRUARY 23, 1860.—Referred to the Committee on the Judiciary. Motion to print referred to the Committee on Printing.
FEBRUARY 28, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

CHAMBER OF COMMERCE,
New York, February 16, 1860.

To the honorable the Senate and
House of Representatives of the United States:

The memorial of the Chamber of Commerce of New York, respectfully represents that the frequent occurrence of collisions at sea, and the great value of property destroyed by these unavoidable accidents, have occasioned deep anxiety in the minds of merchants and shipowners.

They perceive that in a class of disasters, not necessarily implying more culpability than the ordinary accidents of the sea, they are involved in liabilities which might prove ruinous to men of wealth, while they have no power to prevent or control such disasters.

At the present time these losses are adjudicated by local laws, according to the place in which the trials may take place, and by laws differing in their provisions in different countries. These decisions are often oppressive, and perhaps as frequently erroneous as to the assumed facts, it being difficult from the very nature of these accidents to arrive at the truth, especially in cases where the testimony is conflicting.

Your memorialists regard the law of 1851, limiting the liability of shipowners, in case of collision, as being but partial as a relief, while it is attended with burdensome provisions, and it would still leave the innocent shipowner involved in enormous losses, against which he could not have guarded by any exercise of prudence or forethought.

Your memorialists believe that a law leaving the loss "where it lights," if adopted by this government, would be adopted also by other governments, if proposed to them in the course of friendly negotiations. They reach this conclusion from the evident injustice of the prevailing laws, and in the belief that, when once brought seriously to the

attention of the world, the absurdity of persisting in the present system would be apparent.

If it should be alleged that without these severe liabilities, these accidents would be more frequent, your memorialists would point to a better remedy, to consist in severe punishment, by fine and imprisonment of the offending commander and officers of the ship causing the loss, where culpable negligence could be proved. Your memorialists would suggest, too, that a regard to personal safety would always operate as a motive to caution in the commanders and officers of ships.

In the ordinary usage of trade, the underwriter indemnifies the owner of property for loss by collision. The right to claim from the owners of the offending or mutually offending ship, cannot be regarded by them as of much value, and it is in truth of but little value, from the difficulty of obtaining testimony to establish a claim.

Believing that the present provisions of law are not needed for the prevention of loss by collision, and that they are burdensome and unjust in their operation, your memorialists trust that the subject will receive the early attention of your honorable bodies, and that redress will be granted by proper amendments of the existing laws, and by negotiation with foreign powers for their coöperation.

The greatly altered state and usages of commerce of late years have impressed on the minds of your memorialists the conviction that the common-law liabilities of ship-owners as carriers should be greatly modified, if not wholly abrogated, by statutory enactments.

So far as sea risks are concerned they can be protected, and are usually protected by insurance; and the underwriter can, in all cases, through his inspector, ascertain the quality and character of ships and their commanders. Your memorialists, therefore, ask the attention of your honorable bodies to the needed measures of relief in this class of their liabilities which are brought to view in the facts embraced in the accompanying report of the committee of this chamber.

[L. S.] By order of the chamber.

P. PERIT, *President.*

J. SMITH HOMANS, *Secretary.*

CHAMBER OF COMMERCE OF THE STATE OF NEW YORK,
New York, February 17, 1860.

SIR: I am instructed to forward to you the inclosed memorial to the Senate and House of Representatives, on the subject of international law as to damages resulting from collisions at sea, requesting that the memorial may be brought to the consideration of the Senate at an early day.

I add also a copy of the report of a committee of this chamber on the same subject.

Your obedient servant,

J. SMITH HOMANS, *Secretary.*

Hon. WILLIAM H. SEWARD.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 23.

RESOLUTIONS

OF THE

LEGISLATIVE ASSEMBLY

OF

THE TERRITORY OF KANSAS,

In favor of a speedy admission of Kansas into the Union, as a State, under the constitution formed at Wyandott.

FEBRUARY 29, 1860.—Ordered to lie on the table, and be printed.

WHEREAS, under an act of the Legislative Assembly of the Territory of Kansas, approved February 11, A. D. 1859, entitled an act providing for the formation of a constitution and State government for the State of Kansas, an election was held on the fourth Monday of March, A. D. 1859, to ascertain the sense of the people upon the subject of forming a constitution and State government, and asking admission into the Union; and whereas, at said election, the qualified electors voted nearly five to one in favor of such measure; and whereas, under the same act, an election was held on the 7th of June, 1859, for delegates to a convention as aforesaid, which convention assembled at Wyandott, on the 5th of July following, and formed a constitution, which, being submitted to the people, was ratified by a majority of nearly six thousand; and whereas the votes cast at said election being over sixteen thousand, furnishes authentic evidence of the existence of a population of one hundred thousand, the highest interest of which large and rapidly increasing population imperatively demands, as the electors have already formally declared, a change from a territorial to a State form of government: Therefore,

Resolved by the Council, the House of Representatives concurring, That we do most earnestly unite with the late constitutional convention in its petition to Congress for the speedy admission of the State of Kansas into the Union, under the constitution formed at Wyandott.

Resolved, That copies of this preamble and resolutions, attested by the signatures of the presiding officers and clerks of the two houses, be transmitted to the President of the United States, the President of the

Senate, and our delegate in Congress, to be, by them, brought before Congress.

GUSTAVUS A. COLTON,
Speaker of House of Representatives.
W. W. UPDEGRAFF,
President of the Council.

I hereby certify that the above preamble and concurrent resolutions originated in the Council, and passed that body February 11, 1860.

JOHN J. INGALLS, *Secretary.*

I hereby certify that the above preamble and concurrent resolutions passed the House of Representatives on the 13th day of February, A. D. 1860.

M. W. DELAHAY, *Chief Clerk.*

I, Hugh S. Walsh, Secretary of the Territory of Kansas, do hereby certify that the foregoing is a correct copy of the concurrent resolutions on file in my office, and that they are attested by the genuine signatures of the President of the Council and the Secretary thereof, as well as by the genuine signatures of the Speaker of the House of Representatives and the Chief Clerk thereof, of the Legislative Assembly of the Territory of Kansas.

In testimony whereof, I have hereunto signed my name and caused the seal of the Territory to be affixed. Done at office this 14th day of February, A. D. 1860. [L. S.]

HUGH S. WALSH.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 24.

IN THE SENATE OF THE UNITED STATES.

MARCH 1, 1860.—Ordered to be printed.

Mr. DAVIS submitted the following

RESOLUTIONS.

1. *Resolved*, That, in the adoption of the Federal Constitution, the States adopting the same acted severally as free and independent sovereignties, delegating a portion of their powers to be exercised by the federal government for the increased security of each against dangers, *domestic* as well as foreign; and that any intermeddling by any one or more States, or by a combination of their citizens, with the domestic institutions of the others, on any pretext whatever, political, moral, or religious, with a view to their disturbance or subversion, is in violation of the Constitution, insulting to the States so interfered with, endangers their domestic peace and tranquillity—objects for which the Constitution was formed—and, by necessary consequence, tends to weaken and destroy the Union itself.

2. *Resolved*, That negro slavery, as it exists in fifteen States of this Union, composes an important portion of their domestic institutions, inherited from their ancestors, and existing at the adoption of the Constitution, by which it is recognized as constituting an important element in the apportionment of powers among the States; and that no change of opinion or feeling on the part of the non-slaveholding States of the Union, in relation to this institution, can justify them, or their citizens, in open or covert attacks thereon, with a view to its overthrow; and that all such attacks are in manifest violation of the mutual and solemn pledge to protect and defend each other, given by the States respectively on entering into the constitutional compact which formed the Union, and are a manifest breach of faith, and a violation of the most solemn obligations.

3. *Resolved*, That the union of these States rests on the equality of rights and privileges among its members; and that it is especially the duty of the Senate, which represents the States in their sovereign capacity, to resist all attempts to discriminate either in relation to persons or property in the Territories, which are the common possessions of the United States, so as to give advantages to the citizens of one State which are not equally assured to those of every other State.

4. *Resolved*, That neither Congress nor a territorial legislature, whether by direct legislation or legislation of an indirect and unfriendly

character, possess power to annul or impair the constitutional right of any citizen of the United States to take his slave property into the common Territories and there hold and enjoy the same while the territorial condition remains.

5. *Resolved*, That if experience should at any time prove that the judicial and executive authority do not possess means to insure adequate protection to constitutional rights in a Territory, and if the territorial government should fail or refuse to provide the necessary remedies for that purpose, it will be the duty of Congress to supply such deficiency.

6. *Resolved*, That the inhabitants of a Territory of the United States, when they rightfully form a constitution to be admitted as a State into the Union, may then, for the first time, like the people of a State when forming a new constitution, decide for themselves whether slavery, as a domestic institution, shall be maintained or prohibited within their jurisdiction; and "they shall be received into the Union with or without slavery, as their constitution may prescribe at the time of their admission."

7. *Resolved*, That the provision of the Constitution for the rendition of fugitives from service or labor, without the adoption of which the Union could not have been formed, and that the laws of 1793 and 1850, which were enacted to secure its execution, and the main features of which, being similar, bear the impress of nearly seventy years of sanction by the highest judicial authority, should be honestly and faithfully observed and maintained by all who enjoy the benefits of our compact of Union; and that all acts of individuals or of State legislatures to defeat the purpose or nullify the requirements of that provision, and the laws made in pursuance of it, are hostile in character, subversive of the Constitution, and revolutionary in their effect.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 25.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA,

IN RELATION TO

The transmission of the ocean mails between the Atlantic and Pacific States.

MARCH 2, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Whereas, The interests of the people of the State of California imperatively require that the mail communication, whether overland or by ocean, between the Pacific coast and the Atlantic States of the Union, be carried on with safety, speed, and unfailing regularity; and whereas, since the 1st of October, 1859, the mail service by the ocean has been attended with ruinous delays, and with repeated and vexatious irregularities: Therefore,

Be it resolved by the senate, the assembly concurring, That our Representatives in Congress be requested, and our Senators be instructed, to use their influence with the United States Postmaster General to have all future contracts for the transmission of the ocean mails made with such parties and over such routes as will secure the greatest dispatch in the transmission of the mails to and from this State.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, January 28, A. D. 1860.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of an original resolution, approved January 28, A. D. 1860, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the second day of February, A. D. 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 26.

RESOLUTIONS

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

Appropriations for certain mail routes, light-houses, buoys, and the removal of Blossom rock, in the harbor of San Francisco.

MARCH 2, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Resolved by the senate, the assembly concurring, That our Senators be instructed, and our Representatives in Congress be requested, to urge upon Congress the immediate necessity for appropriations for the following mail routes, &c., in the northern portion of this State: An appropriation for a weekly mail from Cloverdale, Sonoma county, to Eureka, Humboldt county; a daily mail from Eureka to Uniontown, Humboldt county; a weekly mail from Uniontown, Humboldt county, to Orleans Bar, Klamath county, via Hooper Valley; a weekly mail from Eureka to Mattole Valley, via Bear River and Cape Mendocino; a weekly mail from Uniontown to Crescent City, via Trinidad and Gold Bluffs, Klamath county; a weekly mail from Crescent City to Happy Camp, Del Norte county, via Sailors' Diggings and Indian Creek; a weekly mail from Weaverville, Trinity county, to the Forks of Salmon River, Klamath county, via Rattlesnake, Grizzly Gulch, and Buelville, Klamath county; an appropriation for a fog gun and light-house on Punta de los Reyes; an appropriation for a first class light on Cape Mendocino, which is the most western point in the United States; an appropriation for a breakwater at Crescent City, Del Norte county, and Trinidad, Klamath county; an appropriation of fifteen or twenty thousand dollars, to place buoys in Humboldt bay and bar, and for movable beacon ranges by which to cross the bar; to create a collection district, to be composed of the counties of Del Norte, Klamath, and Humboldt; an appropriation of ten thousand dollars for the purpose of blowing up Blossom rock, in the harbor of San Francisco.

Resolved, That his excellency the governor be requested to transmit to our Senators and Representatives in Congress a copy of these resolutions.

Approved January 28, A. D. 1860.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the original resolutions, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the 1st day of February, A. D. 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.

By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 27.

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA,

In relation to the transmission of the mail from San Francisco to Sacramento.

MARCH 2, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Resolved by the assembly, the senate concurring, That our senators in Congress be instructed, and our members requested, to use their best endeavors to procure the establishment of a Sunday mail from San Francisco to Sacramento, on occasions when the mail shall arrive by sea or overland at the former city on Saturday night or Sunday morning.

Resolved, That the governor be requested to forward copies of the above resolution to our senators and members in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved January 26, A. D. 1860.

STATE OF CALIFORNIA, DEPARTMENT OF STATE:

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the original resolution, approved January 26, A. D. 1860, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacra-
[SEAL.] mento, California, the 27th day of January, A. D. 1860.

JOHNSON PRICE,
Secretary of State,
By CHAS. FORMAN, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 28.

MEMORIAL

OF THE

LEGISLATURE OF WISCONSIN,

PRAYING

The establishment of a daily mail from the village of Lake Mills to the village of Jefferson in that State.

MARCH 5, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

MEMORIAL TO CONGRESS FOR A DAILY MAIL ROUTE FROM THE VILLAGE OF LAKE MILLS TO THE VILLAGE OF JEFFERSON, IN THE COUNTY OF JEFFERSON, WISCONSIN.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The memorial of the legislature of the State of Wisconsin respectfully represents, that the interest and convenience of a densely populated portion of the country would be greatly enhanced by the establishment of a daily mail from the village of Lake Mills, in the county of Jefferson, Wisconsin, to the village of Jefferson, in said county and State, *via* the towns Milford and Aztalan, in said county and State, a distance of about fifteen miles; and would respectfully ask that that portion of the mail route from Watertown, *via* Milford, Aztalan, Lake Mills, &c., to Madison, between Watertown and Lake Mills, be discontinued.

Your memorialists would, therefore, respectfully ask that the said mail route be established as aforesaid at the earliest practicable period.

WM. P. LYON,
Speaker of the Assembly.
BUTLER G. NOBLE,
Lieutenant Governor and President of the Senate.

Approved, February 25, 1860.

ALEX. W. RANDALL.

STATE OF WISCONSIN, *Secretary's Office, ss:*

The secretary of state, of the State of Wisconsin, hereby certifies that the foregoing memorial has been compared with the original memorial

on file in this office, and that the same is a true and correct copy thereof, and of the whole of such original.

In witness whereof, I have hereunto set my hand and affixed the great seal of the State, at the capitol, in Madison, this twenty-eighth day of February, A. D. eighteen hundred and sixty.

[SEAL.]

EDWARD ILSLEY,
Assistant Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 29.

LETTER

FROM THE

SUPERINTENDENT OF THE CAPITOL EXTENSION,

TO THE

Chairman of the Committee on Public Buildings and Grounds, in relation to the Dome and Porticos of the Capitol.

MARCH 5, 1860.—Motion to print referred to the Committee on Printing.
MARCH 6, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

OFFICE UNITED STATES CAPITOL EXTENSION AND
NEW DOME OF THE CAPITOL,
Washington, February 29, 1860.

SIR: I have the honor, in answer to your letter of the 8th instant, received on the 13th instant, transmitting the resolutions of the United States Senate of the 1st instant, in relation to the Dome and Porticoes of the Capitol, to make the following statement:

In order to set at rest the question of the stability of the dome, I have calculated the pressure which the new dome will exert upon the foundations; have compared the weights of the old and new domes, and the pressures per square foot which the old dome exerted, with that which the new dome will exert. The pressure, per square foot, which will be exerted by the new dome, has been compared with the crushing weight of the materials of which the walls are built. The calculations and comparisons are appended to this report, and are marked A.

It will be found, upon consultation of the appendix, that the pressure which will be exerted by the new dome upon the foundation walls is one fifty-sixth of the force necessary to crush the materials of which the wall is built, and that the pressure exerted by it upon the smallest or weakest section of the supporting walls, is less than one-eleventh of the crushing force of the materials. These figures are obtained, taking everything in the most unfavorable state for the dome; that is, taking the crushing force of brick at the smallest number given, and the weight of the dome as great as it can be under the worst circumstances.

I consider, therefore, that there is no doubt of the stability of the dome.

To show how insignificant the weight of the new dome will be compared to that of a masonry dome of the same dimensions, I have, from its weight, calculated the height of a cylindrical masonry wall of the same internal diameter as the rotunda, and five feet thick, which will weigh as much as the whole dome. Starting from the cornice of the rotunda, as seen from the principal story floor, the wall would be less than sixty feet high.

The top of the iron work now erected is higher than this wall would be.

The progress of the work upon the dome has not been as slow as at first sight it appears to have been. The whole weight of the iron work of the dome is, in round numbers, thirty-seven hundred tons. Nineteen hundred tons, or more than half of this iron, has already been purchased, and nearly all of it has been erected. It is impossible to go on with this part of the work very rapidly, because a great deal of it is inside work, in small pieces, and the derrick now in use ought not to be moved until that work is completed. Much more show could have been made by moving the derrick now up, and by commencing the erection of the upper frame-work at once; but that course would not have been economical; in fact, it would have retarded the completion of the work.

There appears, therefore, to have been no necessity for hurrying the detailed drawings of the upper part of the dome, and I do not think their completion would have expedited the completion of the work.

In addition to the work already mentioned, a cylindrical brick-wall, twenty-seven feet high, and about two and a half feet thick, and ninety-four feet in internal diameter has been built above the old rotunda walls, which is connected with the outer stone-wall, above the the roof. Upon this wall the new dome is to rest.

I find, upon consultation of the files of this office, that the old dome was taken down, and the derrick and temporary roof erected between March 3, the date of the first appropriation, and October 3, 1855. The brick-wall below the iron brackets was finished on April 14, 1856, and the first bracket was placed on March 18, 1857.

It follows, therefore, that in less than in three years, nearly nineteen hundred tons of iron have been cast, transported, hoisted, and set in place in the dome. This is an average of more than six hundred tons per annum, or more than two tons for each working day; and when it is remembered that, in addition to the labor of hoisting, nearly every piece of iron required carefully fitting, before it could be placed, I think it will be acknowledged that the progress of the dome has not been slow.

The original design laid before the committees of Congress was altered, as appears in the papers accompanying a report of the Secretary of War, dated March 5, 1856; which report is published in House of Representatives, 34th Congress, 1st session, Mis. Doc. No. 65. The reasons for the change appear to have been considered good by Congress, as an appropriation of $100,000 for the continuance of the work was made August 18, 1856, and another of $500,000, March 3, 1857.

Another change has been made by the architect, during the past

year, which, in his opinion, became necessary, because the figure of freedom and its pedestal, designed by Crawford, for the top of the dome, are larger in all respects than the figure and pedestal, which were drawn upon the altered design referred to above. On this account he altered the outlines of the lantern, and the curve of the cupola, and this alteration has brought the dome nearly back to the original design. The coincidence would have been more striking were it not that the diameter of the lower part (that now erected) had been increased in the first altered design, as explained in the document quoted above.

The designs for the interior of the upper part of the dome have also been changed, and photographic copies of the drawings showing this interior finish in the first and second altered drawings are transmitted with this.

These alterations have been approved by the War Department.

I cannot find that the cost of the work, nor the time of its completion has been affected by these changes.

I transmit with this a sketch showing the designs, as compared with each other, drawn to the same scale, and the committee can judge of the importance of the changes.

I also transmit photographic copies of the drawings of the dome, as originally presented to the committees of Congress, of that referred to in the congressional document quoted above, and of that altered to suit the Crawford statue; also vertical sections showing the interior finish previously referred to.

The dome can be brought back to the form and dimensions of the first altered design, without other loss to the United States than that arising from the rejection of the drawings, which have been made at considerable expense, and in great detail. The completion of the dome would be retarded by the change just as long a time as will be required to make the detailed drawings. In any event a modification of that part of the design, which is intended for what is technically termed the lantern, would necessarily be made on account of the size of the Crawford statue.

My own opinion is that it will be conducive to the interests of the United States to carry out the design last made; and I base my opinion upon the fact that this design is no more expensive than either of the others—that it is suitable in dimensions to the statue which is to surmount the finished dome, and that the work will be sooner finished by its prosecution.

The correspondence in relation to the contracts, bargains, proposals, and bids is appended to this report, and is marked B. The statement of the payments made from the appropriations is also made, and is in the same appendix.

From this statement it appears that the sum of $301,860 41 has been expended, and the results have been the demolition of the old dome; the erection of the temporary roof; the procural of the necessary hoisting apparatus, scaffolding, tools, &c.; the erection of a cylindrical brick wall twenty-eight feet high, about two and a half feet thick, and ninety-four feet in internal diameter, and the purchase, erection, and painting of nineteen hundred tons of iron.

The balance on hand and in the treasury is $398,145 59, and there remains the sum of $245,000 to be appropriated to fill the estimate made for the completion of the work. This gives the sum of $643,145 59, which may be considered available to complete the work within the original estimate.

With this amount about eighteen hundred tons of iron are to be purchased, fitted, and erected upon the dome. The necessary additional hoisting apparatus and scaffolding are to be procured, erected, and taken down after the completion of the work, and the whole dome is to be thoroughly painted. The bronze statue is to be cast and erected. The temporary roof which now covers the rotunda is to be taken down, and another is to be erected sixty feet higher. This must be taken down also after the completion of the work.

It will be seen that the iron hereafter to be furnished will cost erected, including the furnishing, erection, and removal of the hoisting apparatus, and the removal of the temporary roof, seven cents per pound, amounting to $282,240; or, as the weight may be somewhat greater than the calculated weight, it will be safe to say... $300,000

The estimate for the painting is	20,000
The bronze statue, masonry, plastering, pay of architect, clerks and draughtsmen, superintendence, office rent, and freight for three years	75,000
Outstanding bills, and amount necessary to pay for work already ordered	100,000
Alteration of roof of old building to accommodate the lowest section of the dome, and making new roof where necessary	50,000
	545,000
Ten per cent. for unforeseen contingencies	54,500
Total cost of completion of dome	599,500
Amount on hand	398,141
Amount to be appropriated	201,355

This would make the cost of the dome completed $901,355—the amount of the original estimate being $945,000.

I have no doubt that the estimate above given will more than cover the expense of the work.

The original estimate was based upon the prices paid for various iron work in the Capitol extension, or an average of 6.3 cents per pound. The prices hitherto paid for the dome iron work have varied from 9 to 2¼ cents per pound, making the average 5.8 cents per pound. The cost of scaffolding, hoisting apparatus, painting, and contingent expenses is not included. The price to be paid for the remainder of the iron, including scaffolding and hoisting, is seven cents per pound; and, supposing that as much iron will be bought hereafter as has already been purchased, (which supposition is not far from the truth,) the average price of the whole of the iron work will be 6.4 cents per pound, differing very little from the original estimate. In this calcu-

lation the painting, bronze statue, and contingent expenses, consisting of pay of architect, clerks, draughtmen, receiver, superintendence, and office rent, have not been included.

Copies of all of the correspondence on file in this office, in relation to the column shafts of the Capitol Extension are herewith transmitted, marked C. The correspondence is voluminous, but the history of the whole question cannot be ascertained without it.

It appears that on January 17, 1852, a contract was entered into between the United States and Rice, Baird & Heebner, of Philadelphia, for furnishing the marble of the exterior of the Capitol Extension from quarries near Lee, Massachusetts. In this contract it was specified that the blocks of the column shafts were not to be less than four feet in height.

On February 20, 1854, Congress, by joint resolution, authorized a modification of this contract; and on March 30, 1854, in obedience to this law, a contract was entered into between the United States and Rice, Baird & Heebner, in which it was specified that the contractors should "deliver, for the one hundred columns of the exterior porticoes, as many monolithic shafts as their quarry may prove capable of furnishing, and the remainder of the whole number required in two blocks each, one of which to form two-thirds of the whole length of each shaft." The contractors were to be paid "at the rate of fourteen hundred dollars for each monolithic column shaft for the exterior porticoes, and eleven hundred dollars for each shaft delivered in two pieces, as above specified."

These contracts are printed in House of Representatives Ex. Doc. No. 143, 34th Congress, 1st session, the first on page 103, and the second on page 114.

Under these two contracts all of the marble hitherto used for the exterior of the Capitol extension has been delivered. As none of the column shafts were needed, none were delivered; but a correspondence commenced in 1857, between Captain M. C. Meigs, Superintendent of the Capitol Extension, and the contractors, on the subject. It soon appeared from this correspondence that the Lee quarries could not furnish the columns as they are required in the supplemental contract, and the contractors wished to fall back upon the original contract, which allowed them to furnish the columns in pieces not exceeding four feet in height, so far as the dimensions of the blocks are concerned, but were not willing to take the price which the original contract gave. This proposition is contained in a letter from the contractor to Captain Meigs, dated November 4, 1857. Captain Meigs declined to consent to this arrangement, on the ground that the original contract was superseded, so far as the columns are concerned, by the supplemental one.

On May 22, 1858, Mr. Heebner, one of the contractors, offered, as a member of the firm, or on his individual account, "to deliver the columns of Italian marble, in all respects as specified in the contract of March 30, 1854." Captain Meigs recommended the acceptance of this proposition. He was directed by the department to visit such quarries in the United States as were likely to be capable of furnishing the columns; made the visit, and, on September 18, 1858, reported, as the result of his inspection of the quarries, that it was his "opinion that

the quickest and best mode of procuring the shafts for the porticoes is to accept the offer of Messrs. Rice, Baird & Heebner to deliver them in single blocks" of Italian marble, in accordance with the terms of their contract of March 30, 1854, as it was his belief that the Lee quarry could not furnish them. The department did not concur in this opinion; and Captain Meigs was directed to prepare an advertisement for proposals for delivering the columns in monoliths, and in blocks not exceeding four feet in height. An advertisement was accordingly issued, dated September 30, 1858, and on December 18, 1858, the bids were transmitted to the department for its action. The contractors, in a letter dated December 3, 1858, protested against the award of the contract to other parties while their contract remained in force.

On March 29, 1859, Captain Meigs was directed by the department to take steps to determine whether the contractors were prepared to continue the supply of marble for the Capitol to the fulfillment of their contract. In an answer to the department, dated April 6, 1859, to which your attention is respectfully called, as it gives much information on the subject of the columns, he gives his views on the whole question, and suggests that he should be directed to visit the Lee quarry. He was accordingly directed to visit the quarry; made the visit, and on May 10, 1859, reported to the department that the contractors had no prospect of continuing the supply of marble to the fulfillment of their contract, so far as regards the column shafts. He further reported that they could not, in a reasonable time, supply from the Lee quarry the column shafts even in six pieces, and at the same time furnish the other large quantity of marble needed for the building. But he was of opinion that, if the column shafts could be obtained elsewhere, they would be able, in other respects, to complete their contract, (which, hitherto, they had carried out energetically and ably,) and refers the department to his letter of April 6, 1859. He refers to the offer of the contractors to furnish Italian marble instead of Lee marble, and to the decision of the department that American marble must be used to carry out the terms of the contracts. He also reports that he visited Mr. Conolly's quarry, near Baltimore; states that is a strong and he believes a durable stone, but that it does not come up to the requirements of the advertisement of September 30, 1858, in color and grain. He thought that the quarry was capable of furnishing one hundred monolithic shafts. He regrets that the stone is not of such beauty as to enable him to heartily recommend its adoption, and states that, if it is determined to use American marble, it is not probable that any better will be found, or any quarry that can furnish it so quickly.

Upon this letter, the Secretary of War indorses that the contract with Messrs. Rice, Baird & Heebner, will be declared forfeited, and Captain Meigs will contract with Mr. Connolly for monolithic columns of his marble. This is dated May 11, 1859. On the same letter is an indorsement by the President of the United States, as follows: "Let the order of the Secretary of War, of the 11th instant, be suspended for further consideration until after his return from Virginia." Dated May 19, 1859.

On May 14, 1859, Captain Meigs informed the department that notice of the forfeiture of the contract had been given to the contractors, and

asked upon what terms he should contract with Mr. Connolly, stating that he considered Mr. Connolly's price too high, as given in his bid, made in compliance with the advertisement of September 30, 1858. On May 21, 1859, he was directed by the Acting Secretary of War to visit all of the quarries from which proposals for the monolithic shafts had been received, and to examine any other quarries which he thought might furnish them, "the object being to obtain the fullest information before deciding upon the questions relating to the supply of marble for the columns." In obedience to this order, Captain Meigs visited seventeen quarries, and on the 22d of June last reported to the department. In this report he states that "enough is known, however, to show that it is possible to obtain from several American quarries monolithic shafts which can be used for the Capitol Extension, though inferior in beauty to the Italian." He also states that he had received a letter from the contractors, in which they ask to be allowed to furnish the column shafts according to the terms of their contract, substituting marble from some other quarry or quarries for that of Lee, the marble to be furnished to be approved by the officer in charge of the Capitol Extension. He advises that this proposition be accepted, and that six months be allowed them, within which they were to furnish a satisfac-factory specimen, with probable evidence that the quarry will supply one hundred monoliths, of quality equal to the approved specimen, and in a reasonable time.

This recommendation was approved by the Secretary of War, and on the 30th of June last the contractors were notified of this approval, and that in accordance with it, six months from July 1, 1859, were allowed them within which they might furnish a satisfactory specimen of American marble, with probable evidence that the quarry will supply one hundred monolithic shafts of quality equal to that of the approved specimens, and in a reasonable time.

In accordance with this understanding, the contractors have deposited six specimens of marble in this office, from quarries which they state are capable of furnishing the monolithic columns. The specimens have been examined, and were reported upon from this office on January 7 last.

The contractors, in a letter dated January 5 last, state that the shortest time required to obtain the monoliths from the quarries named, is from four to six years, and that required to obtain them from the quarry which furnishes what I consider the best specimen, is from five to seven years.

These times are too great; and if the estimate of the contractor is correct—and I believe it to be so—it is apparent that the Capitol Extension cannot be completed for eight or nine years. If the contractors are permitted to procure the marble where they please—that is, if they are allowed to get them from Italy, should they choose that course as the most conducive to their own interests—they can furnish them in eighteen months, and the building can be completed in three years. But as the contract under which they are now acting has been decided by the proper authority to call for American marble, further legislation will be required.

The desirability of the near completion of the Capitol Extension

requires no discussion; it is too apparent to admit of a doubt. The economy of bringing the work to a close as soon as possible is nearly as apparent, for the large contingent expenses of a work of such magnitude cannot be materially diminished until it is completed. These expenses amount to nearly sixteen thousand dollars per annum; and I believe that the cost of the building will be increased at least $100,000 if the time required to procure the columns is to be from five to seven years instead of eighteen months.

If Congress should legislate on this subject, it would, I respectfully submit, be advisable to appropriate in the same law the amount necessary to pay for the columns. This amount is $140,000. The appropriation would not increase the cost of the building; it could not be touched to pay for anything but the columns; and it would enable the contractors to give their orders for all of the columns at once, as they would be certain that they would be paid for them on their delivery.

I have the honor to be, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension and New Dome of Capitol.

Hon. J. D. BRIGHT,
Chairman Com. on Public Buildings and Grounds, U. S. Senate.

A.

Investigation of the stability of the sustaining walls of the new dome of the United States capitol.

Weight of iron work already erected	4,261,421 lbs.
Weight of iron work to be erected above that now on the dome	2,993,744 "
Weight of iron work to be erected below that now on the dome	344,600 "
Total weight of iron work of the whole dome	7,599,765 "
Ten per cent. to cover all differences between calculated and actual weights	759,976 "
Weight of masonry above the smallest section of the sustaining wall	5,214,000 "
Total weight to be supported at the smallest section of the sustaining walls	13,573,741 "

Area of smallest section of the sustaining wall:
$50'.5 \times 2 \times 3.1416 \times 4' = 1269.2$ square feet.

Therefore, the pressure on the square foot at the smallest section of the sustaining wall is 13,573,741 lbs. divided by 1269.2, or 10,691 lbs.

The masonry, of which this smallest section is a part, is faced with Aquia creek cut sandstone, and backed by a brick wall laid in hydraulic lime mortar. It is strongly tied by wrought iron bands, and is a very

excellent piece of work. It extends about four feet below the smallest section above-mentioned, and at that point rests upon the old walls of the rotunda. The additional weight due to its extension below the smallest section is 816,375 lbs., which, added to 13,573,741 lbs., gives 14,390,116 lbs. as the pressure which the new dome will exert upon the wall of the rotunda after its completion.

The area of the smallest section of this wall is $311 \times 5' = 1{,}555$ square feet. Therefore the pressure per square foot exerted by the new dome upon the smallest section of the old walls will be 14,390,116 lbs. divided by 1,555, or 9,254 lbs. This is at the level of the top of the balustrade of the main building.

Below this level the horizontal section of the walls which sustain the dome is rectangular, and the circle of the rotunda and four small circles, each ten feet in diameter, have been taken from the area of the rectangle. Other walls connect with the sustaining walls, and increase their strength materially. They are not, however, taken into consideration.

At the level of the top of the balustrade of the main building this rectangle measures 107 feet by 102 feet, and the rotunda is 98 feet in diameter. At the floor of the principal story it measures 108 feet by 101 feet, and the rotunda is 97 feet in diameter. At the basement story it measures 105 feet by 101 feet, and the rotunda is 86 feet in diameter; and at the level of the cellar floor the foundation walls are 102 feet by 98 feet, the rotunda being 84 feet in diameter. Below this point the walls spread out, and the pressure per square foot is diminished.

The following table shows the pressure per square foot which will be exerted upon the sustaining walls by the new dome, at the various levels indicated, giving the area of the sustaining walls, and the weights to be sustained at those levels:

	Area of sustaining walls.	Total weight.	Pressure per square foot
	Sq. feet.	*Pounds.*	*Pounds.*
Foundation or cellar floor	3,924	51,292,253	13,071
Basement floor	3,322	44,770,853	13,477
Principal story floor	3,204	36,694,928	11,453
Level of top of balustrade of main building, being the top of the walls common to the new and old domes	1,555	14,390,116	8,765
Smallest section of new wall below new dome	1,269	13,573,741	10,691

In the old dome the weight of masonry above the smallest section was	9,337,286 lbs.
Weight of metal work	29,934 "
Weight of timber, plastering, railing, glass, and iron clamps	2,486,364 "
Total weight of old dome above smallest section of sustaining walls	11,853,584 "

Therefore the vertical pressure per square foot exerted by the old dome upon the smallest section of the old walls was 11,853,584 lbs. divided by 1,555, or 7,623 lbs.

The following table shows the pressure per square foot which was exerted upon the sustaining walls by the old dome, at the various levels indicated, giving the area of the sustaining walls, and the weights to be sustained at those levels:

	Area of sustaining walls.	Total weight.	Pressure per sq. foot.
	Square feet.	*Pounds.*	*Pounds.*
Foundation, or cellar	3,924	48,756,221	12,425
Basement floor	3,322	42,234,821	12,713
Principal story floor	3,204	34,158,896	10,661
Level of top of balustrade of main building, being top of the walls common to the new and old domes	1,555	11,853,584	7,623

The following table gives a comparison of the pressures exerted upon the sustaining walls by both domes:

	New dome.	Old dome.	Difference.
	Pounds per square foot.		
Cellar floor	13,071	12,425	646
Basement floor	13,477	12,713	764
Principal story floor	11,453	10,661	792
Level of top of balustrade of main building, being top of walls common to the new and old domes	9,254	7,623	1,631

The substitution of the new dome for the old one will, therefore, increase the pressure upon the foundation walls,at the level of the cellar floor, from 48,756,221 pounds to 51,292,253 pounds; an increase of 646 pounds per square foot, or about 5.2 per cent.

At the highest point of the walls common to both domes, the pressure per square foot is increased 1,631 pounds, an increase of about twenty-one per cent.

The foundation walls are formed of large bluestone, laid in lime mortar. I have examined them, and do not find any crack or sign of settlement. They are excellent walls.

The basement walls are of Aquia creek cut sandstone.

The principal story walls, or the walls of the rotunda, as high as the interior cornice, are faced on the inside with Aquia creek sandstone, and are backed with brick. There are some cracks in the interior facing, but they are old, and, in my opinion, have no effect upon the stability of the work.

Above the roof of the main building, the exterior of the dome wall is faced with cut Aquia creek sandstone, backed with brick. This

brick backing has been built to support the new dome, as has been previously stated. It is an excellent wall.

The materials mentioned above have the following crushing weights to the square foot, viz:

	Maximum.	*Minimum.*
*Aquia creek sandstone	755,280 lbs.	
*Brick	1,849,248 lbs.	360,000 lbs.
*Brick and mortar, two years old	339,120 lbs.	192,000 lbs.
Brick (Morin's experiments)	307,277 lbs.	122,911 lbs.

Now, the greatest pressure which will be exerted by the new dome is at the basement, or crypt floor, where it will be 13,477 pounds per square foot. The stone which is to bear this weight requires a pressure of 755,280 pounds per square foot to crush it, or about fifty-six times the weight of the dome.

The pressure which will be exerted by the new dome upon the walls having the smallest section is 10,691 pounds per square foot. This, under the most unfavorable circumstances, is less than one eleventh of the crushing force of the materials of which the walls are composed.

As it has become an axiom with engineers that one tenth of the crushing load can be safely borne by the walls of the edifice, it follows that the walls will be entirely safe after the erection of the new dome.

Below are given the pressures per square foot upon the foundations of the Girard College, Philadelphia, and sundry European domes, compared with the pressure upon the foundations of the dome on the Capitol, as stated above. These quantities are taken from the report already quoted:

Girard College, pounds per square foot	13,440
St. Peter's, Rome, pounds per square foot	33,330
St. Paul's, London, pounds per square foot	39,450
St. Genevieve, Paris, pounds per square foot	60,000
Toussaint, Angers, pounds per square foot	90,000
New dome on the U. S. Capitol, pounds per square foot	13,477

W. B. FRANKLIN,
Captain Topographical Engineers in Charge of New Dome.
February 24, 1860.

* Taken from a report of Captain Meigs, dated March 8, 1856. The Aquia creek sandstone crushing weight was determined by Professor Walter R. Johnston, in 1852; that for brick by the Capitol extension commission on building materials in 1856; and that for brick and mortar by Captain Meigs in 1856.

APPENDIX B.

Correspondence in relation to the contracts, bargains, proposals, and bids, with statement of payments on account of the new dome of the Capitol.

July 18, 1855.

GENTLEMEN: There are thirty-six columns to be cast for the dome of the Capitol.

They will be two feet eight and one half inches diameter and twenty-seven feet long, deeply fluted Corinthian columns; the shafts cast in one piece, the caps and bases to slip over the shafts; the foliage to be attached to the bell by screws or rivets.

I shall be glad to receive offers from you for them delivered in Washington.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in Charge.

MERRICK & SONS, *Philadelphia.*

The following named parties were also invited to submit proposals for these columns:

J. M. Reed, (of D. D. Badger & Co.,) New York, N. Y.
Morris, Tasker & Morris, Philadelphia, Pa.
A. & W. Denmead & Son, Baltimore, Md.
Poole & Hunt, Baltimore, Md.
Bement, Dougherty & Co., Philadelphia, Pa.
J. R. Jones, Harrisburg, Pa.
Janes, Beebe & Co., New York, N. Y.
Hayward, Bartlett & Co., Baltimore, Md.
R. P. Parrot, Cold Spring, N. Y.
Betts, Pusey & Co., Wilmington, Del.
Anderson, Delaney & Co., Richmond, Va.
Colwell & Co., Philadelphia, Pa.
Phil. T. Ellicott, Washington, D. C.
J. P. Morris & Co., Philadelphia, Pa.

The following is an abstract of the offers received:

Schedule of bids for furnishing cast-iron columns for new dome of the United States Capitol.

Bidders.	Date of offer.	Price.	Remarks.
	1855.		
Anderson, Delaney & Co	Aug. 21	4¾ cents per pound	
Bement, Dougherty & Thomas	July 31	4½ cents per pound	
Betts, Pusey & Co	Aug. 7	$3\frac{9}{10}$ cents per pound	
Do	Sept. 8	$77 per ton	
D. D. Badger & Co	Sept. 10	5 cents per pound	
Colwell & Co	Sept. 3	4 cents per pound	
A. & W. Denmead & Son	July 25		Declined to offer.
P. T. Ellicott	July 28	$4\frac{7}{16}$ cents per pound	
Hayward, Bartlett & Co	....do	5 cents per pound	
Janes, Beebe & Co.	Aug. 17	.....do .	
J. R. Jones	July 25	3¼ cents per pound	
J. P. Morris & Co	Aug. 2		Declined to offer.
Morris, Tasker & Morris	July 21	$1,250 per column	
Merrick & Sons	....do	5 cents per pound for columns, and 8 cents for foliage, &c.	
R. P. Parrott	Aug. 6	3½ cents per pound	
Do	Aug. 11	3⅜ cents per pound	
Poole & Hunt	July 28	$3\frac{9}{10}$ cents per pound	
Do	Sept. 11	$3\frac{4}{10}$ cents per pound	

The offer of Messrs. Betts, Pusey & Co., of August 7, and that of Messrs. Pool & Hunt, of July 28, being the same, viz: $3\frac{6}{10}$ cents per pound; a letter dated September 5, was addressed to each of these firms, inviting another proposal. In reply, Messrs. Betts, Pusey & Co. submitted their offer of September 8, to execute the work at $77 per ton of 2,240 pounds, (being $3\frac{9}{22}\frac{8}{40}$ cents per pound;) and Messrs. Poole & Hunt, in a letter dated September 13, offered to do it at $3\frac{4}{10}$ cents per pound. Messrs. Poole & Hunt were accordingly awarded the work by Captain M. C. Meigs, in a letter dated September 13, 1825.

AUGUST 22, 1856.

DEAR SIRS: I shall need some heavy castings for the dome, of forms not very complicated. At what prices can you probably make them. To be delivered in the dock in Washington within two months, exclusive of the cost of patterns.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers.

COLWELL & Co., *Philadelphia.*

PHILADELPHIA, *August* 23, 1856.

DEAR SIR: We have your favor of 22d instant.

With our present orders we could not undertake the castings of which you speak, and deliver in time for you.

But if you have any heavy work of easy patterns to be made during the winter, we should be glad to hear from you.

Will any part of the late appropriation be applied to pipes? We should like to have an order for winter work.

Yours truly,

COLWELL & CO.

M. C. MEIGS, Esq., *Washington.*

AUGUST 23, 1856.

DEAR SIRS: Your letter of 21st is received. We have some heavy casting to make for the dome. At what price can you deliver them, including or excluding patterns.

They are of simple forms and will be quite heavy.

I have also some gutters to cast, which I wish speedily done for the Capitol Extension. I should like a bid from you. The work is large, and the patterns will be rather expensive. Will you examine the drawings in this office and make an offer?

Respectfully,

M. C. MEIGS,
Captain Engineers.

POOLE & HUNT, *Baltimore.*

BALTIMORE, *August* 25, 1856.

DEAR SIR: We have your favor of August 23, inclosing check for four hundred and sixty-eight dollars and eighty-three cents in payment for castings for dome, we return you the vouchers duly signed.

We will examine the drawings you refer to in a day or two.

Yours respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In charge Ex. U. S. Capitol, &c., Washington.

September 19, 1856.

DEAR SIRS: Your last offer for cable iron was at 3.80 cents per pound, delivered in Washington.

At that price, be good enough to deliver—

1¼	tons cable iron,	1¼ Θ	Warranted to stand cable proof.
1	do	4″ × 1¼″	
2	do	4″ × ⅜″	
1½	do	8″ × 1⅝″	
1¼	do	8″ × ⅜″	

This iron is for bands passing through inner and outer ends of brackets of dome.

Very respectfully,

M. C. MEIGS,
Captain engineer.

Messrs. Morris & Tanner,
Tredegar works, Richmond, Virginia.

As there will be pretty large orders for the dome, perhaps to secure them, you may be willing to make a lower offer.

Tredegar Rolling Mills,
Richmond, September 20, 1856.

Dear Sir: We have yours of yesterday's date, and have entered the order you are so good as to send us, with the exception of the $8 \times 1\frac{5}{8}$, and $8 \times \frac{7}{8}$, for which we have no rolls, nor do we think you can obtain it of rolled iron, as we have tried in every direction. We can make it seven inches wide with the same strength of section by increasing the thickness; or if you could wait about six weeks, we would go to the expense of making a pair rolls for it, though they would cost about seven hundred and fifty dollars, as we are anxious to fill your orders.

Our contract for cable the present year is at three dollars and seventy-five cents, and if you will send us your orders, they shall be filled at that price delivered at Washington.

Most respectfully,

MORRIS & TANNER.

Captain M. C. Meigs,
U. S. Corps Engineers, Washington.

[Extract.]

September 22, 1856.

Dear Sirs: The $8'' \times 1\frac{5}{8}''$ and the $8'' \times \frac{7}{8}''$ iron will suit as well, if equivalent section 7″ wide.

Say 7″ x $1\frac{6}{7}''$ and 7″ x 1″.

Respectfully,

M. C. MEIGS, *Captain Engineers.*

Messrs. Morris & Tanner,
Richmond, Va.

My Dear Sir: I understand that you make hot-pressed nuts largely. I shall want a quantity for the new dome of the Capitol which is to be of cast iron, and would be pleased to know your prices (cash).

The sizes I need at present are $1\frac{1}{2}''$ and $2\frac{1}{4}''$ hexagons.

Respectfully your obedient,

M. C. MEIGS,
Catain Engineer.

Solomon Andrews, Esq.,
Perth Amboy, New Jersey.

MAYOR'S OFFICE,
City of Perth Amboy, New Jersey.

DEAR SIR: Yours as to nuts for dome of Capitol received.

I am only making square nuts of the sizes in the inclosed circular.

Should they answer your purpose, I should be happy to furnish you at 6½ cents per pound, delivered in New York.

Yours, respectfully,

SOLOMON ANDREWS.

M. C. MEIGS, Esq.

SEPTEMBER 24, 1856.

DEAR SIRS: Please ascertain the price at which you can furnish a quantity of hot-pressed hexagon nuts, of large size, say for 1½ and 2¼ inch bolts.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers.

CAMPBELL & COYLE, *Washington.*

WASHINGTON CITY, *October* 8, 1856.

DEAR SIR: We can furnish the hot-pressed nuts, 2¼ x 1⅞ x 1¼ inch holes, for 10¼ cents per pound.

Very respectfully, your obedient servants,

CAMPBELL & COYLE.

Captain M. C. MEIGS.

SEPTEMBER 25, 1856.

DEAR SIRS: On the other page, you have a drawing of two cornices, with the cast iron brackets which support them. There will be 66 of each of these brackets, at what price will you deliver them?

Perhaps you may choose to make a bid for the cornices, as well as the brackets. They are circular in plan; the radius of the rotunda, to the inner face of whose wall they are attached, is 47′ 4¼″.

They will be very thin castings. The brackets are heavier, and the price should differ, and the bids be separate.

The drawing E represents one of 72 square lacunariæ, which are to be built into the face of the wall. These are the first castings to be used on the dome. At what price, and how soon can you deliver them? The boxes might be first delivered, and the foliage follow.

Respectfully,

M. C. MEIGS,
Captain Engineers.

POOLE & HUNT, *Baltimore.*

WASHINGTON, *September* 25, 1856.

DEAR SIR: We will make and deliver in this city the bracket castings referred to in your favor of this date, at three cents per pound, including the cost of patterns.

For the cornices, we would prefer making no bid.

We will furnish the boxes and foliage, also referred to in yours of same date, and deliver them in Washington for six cents per pound, you to furnish the patterns for foliage, but not those for the boxes.

Yours, respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In charge United States Capitol Extension, &c.

We will deliver the boxes at the rate of four per day, beginning within ten days, the smaller of the two brackets in three weeks, and the larger ones in four weeks.

POOLE & HUNT.

September 25, 1856.

DEAR SIRS: I hand you herewith No. 1124, a tracing of the smaller bracket, full size, referred to in your offer of this date.

The other bracket will be sent to you to-morrow.

You will please deliver these two brackets, sixty-six of each, as offered in your letter of this date. The smaller within three weeks, and the larger within four weeks.

The boxes must stand over till I hear from other establishments.

Respectfully, your obedient servant,

M. C. MEIGS,
Capt. Engineers.

POOLE & HUNT, *Present.*

[Captain Meigs subsequently increased the number of the larger bracket to seventy-two.]

September 25, 1856.

DEAR SIRS: There are seventy-two panels to be made for the wall of the dome, to be set in brick work. At what price, and in what time can you deliver them? They are 3′ $1\frac{1}{2}$″ square of this form.

The sides *ab*, *cd*, to be curved to fit the rotunda wall, the radius of which is forty-seven feet nearly; *ac* and *bd* to be straight. They are light thin castings, and will ultimately receive foliage.

These are the first castings wanted for the dome.

Answer by return mail. The drawings are ready, and I await your answer to determine where to order them.

Respectfully,

M. C. MEIGS.

Messrs. JANES, BEEBE & Co., *New York.*

[No reply to the above appears on the records of the office.]

September 25, 1856.

DEAR SIRS: There are seventy-two sunk panels wanted for the interior wall of the dome, of this form, though not so deep as sketched.

These panels are to fit into a brick wall, circular in plan; radius about forty-seven feet.

The upright sides will be straight, the others curved.

They will ultimately be decorated with foliage.

The plates are thin light castings. At what price, and in what shortest time can you deliver them? They are among the first castings wanted. Answer by return mail.

Respectfully,

M. C. MEIGS.

MESSRS. HAYWARD & BARTLETT, *Baltimore.*

BALTIMORE, *September* 26, 1856.

DEAR SIR: We have to acknowledge the receipt of your favor of the 25th, and in reply, would say we will make the panels you require for the dome of the Capitol, and deliver them in Washington with all seasonable dispatch, for six and a fourth cents per pound.

Respectfully, yours, &c.,

HAYWARD, BARTLETT & CO.

Captain M. C. MEIGS, *Supt. U. S. Cap. Ext.*,
Washington.

BALTIMORE, *September* 26, 1856.

We will make the seventy-two boxes, and the foliage therefor, at the rate of four cents per pound, delivered in Washington; and make preparation to mold six per day, provided the sides of the boxes are made in four pieces and bolted together at the corners, or four and a half cents if made in one piece.

Yours, respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In Charge Ext. U. S. Capitol, &c.

September 27, 1856.

DEAR SIRS: I inclose No. 1127, a tracing of the panels or boxes for the dome.

I accept your offer to make them, bolting the sides of the boxes together at the corners, at (4) four cents per pound, delivered in Washington; casting six per day until the whole number, seventy-two, is furnished.

The pattern for the foliage will be prepared and sent to you as soon as possible.

Respectfully your obedient servant,

M. C. MEIGS.

Messrs. Poole & Hunt, *Baltimore.*

N. B. They are to conform to dimensions, and surplus weight will be at your loss.

Washington, D. C., *October* 2, 1856.

Gentlemen: I herewith hand you drawings of new dome, numbered 1,118 and 1,126, showing the *first* and *second* cornices of the *interior*.

The brackets represented have already been ordered, and are now being made. The cornice, with its enrichments, is open to competition, and I shall be pleased to receive an offer from you.

There will be sixty-six brackets to support each cornice.

Respectfully,

M. C. MEIGS, *Capt. Eng'rs.*

Messrs. Janes, Beebe & Co., *New York.*

New York, *October* 4, 1856.

Sir: We have examined the drawings forwarded us for the cornices for dome, and will contract to make, deliver, and put them up for nine cents per pound, including all expenses of patterns, freight, and drayage, (the government to furnish the hoisting apparatus and hoist them; also, all staging required to enable us to put them in place; also, to set and drill the brackets, as directed by Mr. Raleigh.)

Very respectfully,

JANES, BEEBE & CO.

Captain M. C. Meigs,
U. S. Eng. in Charge of Capitol Extension.

P. S. We have returned this day, by Adams's express, agreeably to your request, the drawings for Senate gallery, to be duplicated.

October 8, 1856.

Dear Sirs: I send a photograph reduced from drawing No. 1118 A, which will be convenient for reference.

You already have large detail drawings of these two cornices.

The brackets are already making by Poole & Hunt, Baltimore.

The square panels are also being made by them.

The facing and ornaments of the cornices you will please make, and deliver here as soon as possible, at six cents per pound for the castings, to be paid on delivery, and three cents per pound for putting them up complete.

There will be seventy-two brackets in the upper cornice and sixty six in the lower, all equally spaced and set upon a circle of the radius shown by the drawings.

In order to allow play for any inaccuracy in setting the brackets, you will diminish the radius of your work so as to allow half an inch between the vertical plates and the brackets they are to be screwed to. In all other respects, follow the drawings.

Before casting the leaves and eggs, and other ornaments, send me one copy from the pattern. I may not be able to visit New York to see it, and I wish to approve each leaf before it is cast.

There are certain leaves in the cornice of the Senate which I would not have accepted without alteration, had I seen them in time. They show too light on the edges, and to the eye look like stamped-work, instead of architectural enrichment.

Respectfully,

M. C. MEIGS,
Captain Engineers.

JANES, BEEBE & Co., *New York.*

EAGLE IRON WORKS,
Washington City, October 14, 1856.

SIR: We respectfully offer to furnish the brackets for dome (the drawings for which we examined in your office,) including patterns, for the sum of two and a half cents per pound, delivered at the Capitol.

We are, very respectfully, your obedient servants,

WM. M. ELLIS & BROTHER.

Captain M. C. MEIGS, *United States Engineers,*
and Superintendent of Capitol Extension.

OCTOBER 18, 1856.

DEAR SIRS: The drawing of the bracket, upon which will rest the columns and wall of the dome, is complete and ready for examination.

I shall be pleased to receive a bid for the castings delivered here.

There will be seventy-two of them—thirty-six rights and thirty-six lefts.

The weight is calculated here at 5,100 pounds each.

Respectfully,

M. C. MEIGS.

POOLE & HUNT,
Baltimore, Maryland.

WASHINGTON, *October* 21, 1856.

DEAR SIR: We will furnish seventy-two brackets upon which the columns of the new dome are to rest, thirty-six of them right-hand

and thirty-six of them left-hand, at the rate of two and three eighth cents per pound, delivered in Washington. We will commence the delivery thereof in three weeks from the time we receive the order, at the rate of two castings per day, until the whole are completed, to be made of good strong iron, a sample of which will be furnished with each casting.

Yours, respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In Charge U. S. Capitol Extension, &c.

OCTOBER 18, 1856.

DEAR SIR: I need seventy-two large brackets to support the dome. They are about one and a half inches thick—of this form:

The ribs T or + shaped in section, the total weight about 5,100 pounds.

There will be thirty-six of these cast from one pattern and thirty-six from a pattern the fellow to it, being rights and lefts.

At what price and in what time after the receipt of the order woul you undertake to deliver them in Washington at the railroad depot?

The iron to be of good quality as to tenacity, and soft enough to fit and bore without difficulty.

Respectfully,

M. C. MEIGS.

J. R. JONES,
Harrisburg.

WASHINGTON CITY, *October* 24, 1856.

DEAR SIR: I will cast and make the patterns, at my expense, and deliver at the railroad depot or wharf at Washington city, seventy-two large cast-iron brackets to support the dome of Capitol for two cents and five eighths per pound, (2⅝ cents,) and agree to make them of good soft grey metal, and have them all made within ninety days from the day I may receive your order.

Yours, very respectfully,

J. R. JONES.

Captain M. C. MEIGS.

WASHINGTON CITY, *October* 24, 1856.

DEAR SIR: I will make the patterns at my expense, and cast and deliver all the floor plates to make the floor between the large brackets of the dome of the Capitol, at Washington city, for two cents and one

quarter cent per pound, (2¼ cents.) They shall be made of strong and soft metal, and cast as soon as you may wish.

Yours, very respectfully,

J. R. JONES.

Captain M. C. MEIGS.

OCTOBER 25, 1856.

DEAR SIRS: As your offer for the heavy brackets of the dome is ⅛ cent per pound lower than I have received from others, I shall send the drawing to you as soon as the copy is finished.

There are 72, which we estimate to weigh 5,100 each, and, at two and three-eights cents per pound, to cost $129 12½ each.

I send you this notice that you may make arrangements to procure your iron at once.

The drawing will be ready in a day or two.

Very respectfully, your obedient servant,

M. C. MEIGS.

POOLE & HUNT,
Baltimore.

OCTOBER 25, 1856.

MY DEAR SIR: Having offers for the brackets of dome at 2⅜, or one-eighth cent lower than yours, I have given the order to the lowest bidder.

The offers received were 2⅝, 2½, 2⅜.

The floor plates I will not be able to order for some time.

Respectfully,

M. C. MEIGS.
Captain Engineers.

J. R. JONES, Esq.,
Harrisburg, Pa.

FEBRUARY 12, 1857.

DEAR SIRS: Mr. Sonneman reports that he has gone over his calculations of the weight of the bracket, or, rather, has recalculated it, and gives as the weight by the drawing 6,116 pounds. The weight of the additions made by adding to the thickness of the ribs is 142 pounds; making, for the bracket as ordered to be constructed, 6,258 pounds.

He probably omitted to carry a figure in his former addition, as the difference is just a thousand pounds, his former calculation being 5,100 pounds.

I think thus the weight, so much exceeding the supposed weight, would have justified you in reducing your price per pound to nearly

what you would have offered had it weighed 7,000 pounds, as first sketched.

Respectfully,

M. C. MEIGS,
Captain Engineers,

POOLE & HUNT,
Baltimore.

BALTIMORE, *February* 13, 1857.

DEAR SIR: We are in receipt of your of 12th inst. We rated our price for the brackets to weigh 7,000 pounds, at 2¼ cents, and told you that if we got the order for the 144 uprights in connexion with the brackets we thought we might do the whole job for 2 cents. We do not, however, now believe it can be done; iron has somewhat advanced in price, and is still stiffening with a probability of holding so.

When we were informed that the brackets would weigh only 5,100 pounds we told you we could not make them for less than 2⅜ cents, and at that price we received the order.

We are thus particular in stating circumstances, not that we wish to recede from anything which we have promised, but that you may have your memory assisted. We now have to say that, if you see proper to leave the weight of the castings as it is, which is less than 7,000 pounds, and think that we ought to charge them at 2¼ cents per pound, we will at once agree to do so, although, even at 2⅜ cents, and at their present weight, we realize far less than an average business profit.

Do not the 36 lower pieces for base of columns belong to our contract for columns? When the drawing for them was received, with your order for columns and bases and capitals, this piece was shown upon the drawing, and we even went so far as to make the pattern before we discovered that you did not then wish them cast. We do not know in what light you view this, but it has occurred to us that it is part of the base of column, and forms part of our order therefor.

Please let us hear from you soon, and oblige.

Yours, respectfully,

POOLE & HUNT.

Capt. M. C. MEIGS,
In charge Ex. U. S. capitol, Washington.

FEBRUARY 17, 1857.

DEAR SIRS: The brackets will weigh, if the pattern is not altered, about 6,700 lbs., which, at 2¼ cents, comes so near to 6,300 lbs. at 2⅜, that I think it not worth while to put you to the risk and expense of altering the pattern. I therefore agree to your offer of 2¼ cts. per pound for the brackets, cast from the pattern as now made.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers.

POOLE & HUNT,
Baltimore, Md.

DEAR SIRS: Please send me some samples of hoop-iron, with prices.

I shall want some fifteen thousand feet, indeed more, of two or three sizes.

Respectfully,

M. C. MEIGS.

CAMPBELL & COYLE.

WASHINGTON CITY, *October* 31, 1856.

DEAR SIR: We can furnish hoop iron of the following sizes, viz:

1 inch, per sample herewith, at 4 $\frac{5}{10}$ per lb.
1¼ " " " " " 4 $\frac{4}{10}$ " "
1½ " " " " " 4 $\frac{4}{10}$ " "

Very respectfully, your ob't serv'ts,

CAMPBELL & COYLE.

Capt. M. C. MEIGS.

OCTOBER 31, 1856.

DEAR SIRS: I have examined your samples of hoop iron, and will take at the prices named, viz: 4 $\frac{4}{10}$ cts. per lb. for 1½" and 4 $\frac{5}{10}$ cts. for 1".

Seventeen hundred and fifty lbs. of the 1" iron and 2,400 lbs. of the 1½ inch iron.

I shall probably need a further supply of the large size, but may, perhaps, require a still stouter iron.

Respectfully,

M. C. MEIGS,
Captain Engineers..

MESSRS. CAMPBELL & COYLE.

1" iron is ordered for Capitol Extension, for coil cases, and 1½" for dome.

JULY 10, 1857.

DEAR SIRS: I send a photograph of the plinth of columns of peristyle of dome.

This is part of the columns, and will be paid for at the price formerly agreed upon.

You will observe that there are two patterns.

Be good enough to put them in hand, and forward them as fast as possible.

Respectfully yours,

M. C. MEIGS,
Captain Engineers.

POOLE & HUNT,
Baltimore.

JULY 24, 1857.

DEAR SIRS: I send to-day, by express, drawings No. 1241.

Details of floor-plates under peristyle of dome 1481. Details of stylobate of dome, showing the construction of the gutters, bracketing, &c. 1493. Full sized details of the aforesaid stylobate.

These drawings include all the floor of the peristyle and exterior surface of the dome from the top of the octagon to the bottom of the plinths of the columns.

By referring to this photographic elevation and section, you will be able to locate them.

For this work I shall be pleased to receive an estimate at a stated price per lb., delivered at the building, and a separate price for putting the work up. Leaving it to me to employ my own workmen to put them up, should they be at liberty, and not employed upon other parts of the work.

This work is needed early, especially the plates which support the gutters, &c., represented in No. 1481 and 1241.

Respectfully, your ob't serv't,

M. C. MEIGS,
Captain Engineers.

MESSRS JANES & BEEBE,
New York.

NEW YORK, *July* 30, 1857.

SIR: We have examined the drawings forwarded us for work on the dome, and carefully estimated their cost; and we now offer to contract to make and deliver them at the Capitol in Washington, including all charges of patterns, flasks, freight, drayage, &c., complete and ready to be put up for six cents per pound (6 cents); and we will further contract to furnish all required bolts and put the same in place for one and one-half cent per pound (1½ cent), government to furnish hoisting apparatus and steam-power for hoisting the same, and furnish the required stagings at their expense.

Very respectfully, yours,

JANES, BEEBE & CO.

Captain M. C. MEIGS,
U. S. Engineer in Charge of Capitol Extension.

JULY 31, 1857.

DEAR SIRS: I accept your proposition for so much of the cast-iron work of the floor of the peristyle and exterior of stylobate of dome, as is represented in drawings Nos. 1241, 1481, and 1493, sent to you with my letter of the 24th instant.

That is to say, to furnish and deliver at the Capitol, in this city, the castings required, fitted ready to put up, at six cents (6 cents) per lb.,

to be paid on delivery; and to put up the same for the further sum of one and a half cent per lb.

These prices to include all bolts, nuts, workmanship, and materials necessary to the entire completion of this portion of the work, except only scaffolding, hoisting machinery, and steam-power for hoisting, which will be furnished by the United States.

The plinths of the columns of peristyle are being cast in Baltimore, and will be delivered in a short time.

As the columns cannot be set until the floor plates are put up, these latter should be delivered first.

The above prices include any fitting or chipping which may be necessary upon the main brackets to fit them to receive your work.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers.

Messrs. Janes, Beebe & Co.,
New York.

July 29, 1857.

Dear Sirs: Yesterday I sent by express drawings 1484 and 1474, details of main pillars of dome; and 1487, 1488, cross braces, and 1492, plan of cross braces and of connecting plates of pillars.

For all these I request you to make a proposition, both as regards price and time.

We want them as fast as they can be cast.

The plinths of columns we are still waiting for.

Respectfully,

M. C. MEIGS,
Captain Engineers.

Messrs. Poole & Hunt,
Baltimore.

Baltimore, *August* 10, 1857.

Dear Sir: We will make and deliver in Washington the castings for main pillars and braces for new dome, as shown by the drawings sent us July 29, 1857, at two and three-eighth ($2\frac{3}{8}$) cents per pound.

We will also agree to furnish, until further notice, all orders for castings of the same style as those above mentioned, that you be disposed to send us, at the same price per pound, viz: (two and three-eighths cents.)

Yours, respectfully,

POOLE & HUNT.

Captain M. C. Meigs,
In charge Extension U. S. Capitol, &c., Washington.

AUGUST 10, 1857.

DEAR SIRS: You will please make and deliver the castings for pillars and braces of dome, represented in the drawings Nos. 1484, 1474, 1487, 1488, 1492 forwarded to you in my letter of 29th July, at the price named in your letter of this date, viz: two and three-eighths cents per pound, delivered on the cars at the depot in Washington. To be of good, strong, tough metal, soft enough to be drilled and chipped.

The pillars are wanted as rapidly as possible, that we may begin to set them up. The braces, which are lighter, should be completed by the time the pillars are all delivered.

I understand that as soon as the patterns are right you will be able to deliver two pillars a day.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers.

MESSRS. POOLE & HUNT,
Baltimore, Md.

EXTENSION U. S. CAPITOL,
Washington, November 5, 1857.

GENTLEMEN: We are immediately in want of pillars for dome, unfinished.

Forward, at your earliest possible convenience, three small pillars for right side of brackets looking out from centre of dome; also two large pillars for left side of brackets looking from centre outward.

We use four of these pillars per day, and must have that number to keep our machines, that are fitted up for this purpose, constantly at work.

In future, when you send pillars, it will accomodate by sending them in sets of four

Very respectfully,

M. C. MEIGS,
Captain Engineers.

MESSRS. POOLE & HUNT,
Baltimore, Md.

BALTIMORE, *November* 6, 1857.

DEAR SIR: We have yours of 5th inst. We will send the pillars down as fast as possible; several are now cast which, I think, are perfect enough, but we are afraid to send them lest they should not come up to the standard you have set. If you can dress four pillars per day, that will be twice as fast as we cast them. We should like, if we could, to keep you going, but we cannot well do it without altering some of our arrangements in the foundery, and delaying other work, besides having to make extra flasks.

This change would put us to considerable extra expense, which, however, we would be willing to bear in part, and will now say, that if you will allow us one hundred dollars we will take the risk of delaying other matters and arrange to cast four pillars per day, and get ready therefor with the least possible delay.

* * * * * * * * * * *

Yours, respectfully,

POOLE & HUNT.

Capt. M. C. MEIGS,
In charge Extension U. S. Capitol, &c., Washington.

NOVEMBER 7, 1857.

DEAR SIRS: We finish four pillars per day. In order to get the work earlier, I will be willing to pay the cost of extra or additional flasks, $100, provided you deliver regularly four pillars per day until completed.

Respectfully,

M. C. MEIGS,
Captain Engineers.

Messrs. POOLE & HUNT.

VULCAN WORKS,
Baltimore, October 12, 1857.

SIR: We will agree to furnish the tie ring of plate iron required for the dome of United States Capitol, riveted together in its place, the United States doing the transportation of the work from the cars in Washington to the Capitol, and furnishing the means of hoisting the parts from the base of the Capitol to the positions they are intended to occupy without charge to us, at the rate of six and a quarter cents (6¼ cents) per pound, finished weight; it being understood that the plates are to be doubled, half an inch in thickness, with joint strips five inches in width and half inch in thickness; that the ring is to be 79⅞ inches wide, and to have an interior diameter of 94 feet 9¾ inches, and that the smallest width of plates used shall be forty-nine inches.

This estimate does not include the cost of drilling the holes requisite to secure the ring to its supports and the superstructure to the ring.

Most respectfully, &c.

MURRAY & HAZLEHURST.

Captain M. C. MEIGS,
&c., &c., &c.

WASHINGTON, *October* 19, 1857.

GENTLEMEN: Your proposal of October 12, to furnish the tie ring of plate iron required for the new dome of the United States Capitol, riveted

in its place, (the United States transporting and hoisting the materials in Washington,) for six and one-fourth cents per pound, finished weight, will be accepted, subject to the following additions to the specifications of your letter: At one place in the ring there is to be provided an opening for the stairway, with a different arrangement of plates, (the plates trebled,) the plate added on top being $\frac{3}{4}$ inch, and all the others $\frac{1}{2}$ inch, &c., &c., as shown in the accompanying drawing.

The plates are to have all buckles paned out of them after punching and before riveting, and the ring is to be level and straight when completed. The iron of the plates is to be tested by strips cut off in shearing, which shall double down cold under the hammer without fracture, and any plate which cracks under the punch or in sweating, shall be rejected.

The rivets are to be $\frac{3}{4}$" x $3\frac{1}{2}$ from center to center, and the iron of the rivets shall be tested by doubling cold under the hammer without fracture. It would be preferred that the plate iron shall be Abbott's puddled plate from the coal pig, to stand the foregoing tests. The accompanying photograph shows the general disposition of the plates, etc.

Waiting an answer at your earliest convenience, I am yours, respectfully,

M. C. MEIGS,
Captain Engineers.

Messrs. Murray & Hazlehurst.

Canton Rolling Mill,
Baltimore, October 7, 1857.

Dear Sir: Agreeably to your request, we propose to furnish the government with the plates required for the ring or band for the base of the dome of the Capitol, to say about one hundred and forty-four plates iron 8′ 4″ long by 4′ 6″ wide, and about seventy-five plates 8′ 4″ long by $6\frac{1}{2}$″, all $\frac{1}{2}$″ thick; all of which we will deliver at the Capitol in Washington at four (4) cents per pound—the above to be sheared to exact dimensions, and warranted to punch and rivet up without cracking or breaking. Or we will furnish the number of plates above specified, made smooth and accurately sheared, and warranted equal in quality to common English iron, at three and one-half ($3\frac{1}{2}$) cents per pound, delivered as above. This last would no doubt answer the purpose, provided you would drill instead of punching, or punch them with a very sharp punch. The iron first quoted (at 4 cents) would make much the strongest and best job.

Soliciting an early reply to the above proposition, we are, very truly yours,

H. ABBOTT & SON.

Captain Meigs,
Superintendent Capitol Extension, Washington, D. C.

Washington, *October* 21, 1857.

Gentlemen: After some consideration of your proposal to furnish iron for the plate band for the new dome of the United States Capitol,

it has been thought advisable to complete an arrangement by which the band shall be delivered in a finished state, in place of purchasing the materials and either doing the work by days' work or by the job or pound afterwards.

A bargain has consequently been entered into by which Messrs. Murray & Hazelhurst, of your city, have undertaken to provide the materials and labor put up on the dome.

In the understanding it was specified that the iron of the plates is to be tested by strips cut off in shearing, which shall double down cold under the hammer without fracture; and any plate that shall crack under the punch, or in rivetting, shall be rejected; and, further, that it will be preferred that the plate shall be Abbott's puddled plate, from charcoal pig, to stand the above tests.

Hoping the above arrangements may prove satisfactory, I remain, respectfully yours,

M. C. MEIGS.

Messrs. H. ABBOTT & SON.

BALTIMORE, *October* 26, 1857.

DEAR SIR: We propose to furnish the castings for pilaster capitals with the turns at the ends of the leaves, as talked of with Mr. Briggs, delivered, at ten cents per pound.

Respectfully, your obedient servants,

HAYWARD, BARTLETT & CO.

Capt. M. C. MEIGS,
Engineer in charge U. S. Capitol Extension, Washington.

NOVEMBER 7, 1857.

DEAR SIRS: I send drawing No. 1617, with photograph of 1503, of which 1617 is a copy.

The cross-braces and cylinders represented in blue on the drawing are to be made by you. There will be thirty-six braces and thirty-six cylinders, one to each column.

Turning and chipping places should be left at the corners of the cross-braces and at all bearing points, and other parts should be so arranged as not to come in actual contact with the work adjoining.

Respectfully,

M. C. MEIGS,
Captain Engineers.

Messrs. POOLE & HUNT, *Baltimore.*

BALTIMORE, *November* 12, 1857.

DEAR SIR: The cylinders shown on drawing 1617 are of a class of castings entirely different from the pillars for dome, and cannot be afforded at the same price. As they are much the same description as the columns upon which they are placed, we propose to make them at the price at which we furnished the columns, viz: three and four-tenths ($3\frac{4}{10}$) cents per pound.

Yours, respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In charge Ex. U. S. Capitol, &c., Washington.

November 14, 1857.

DEAR SIRS: Your letter of the 12th instant, offering to make the cylinders shown in drawing 1617, which rest upon tops of column shafts, at the same price as the columns, viz: three and four-tenths cents per pound, delivered in cars at Washington, as usual, is received.

The price named seems to me a proper one, and the offer is accepted.

Respectfully,

M. C. MEIGS,
Captain Engineers.

Messrs. POOLE & HUNT, *Baltimore.*

BALTIMORE, *December* 8, 1857.

DEAR SIR: If you have not given out the castings of pilaster capitals, for which we proposed on the 26th of October, we should be pleased to make them, with the change of patterns proposed, for seven cents per pound.

Respectfully,

HAYWARD, BARTLETT & CO.

Captain M. C. MEIGS,
Engineer in charge U. S. Capitol Extension, Washington.

February 4, 1858.

DEAR SIRS: I send a tracing of No. 1725, details of dome; No. 1726, showing the connection of water-pipes between large brackets. The pipe seven feet long, of which we need eighteen; the small pipes right and left, of which we need eighteen each, right and left, should be so cast as to fit loosely, and not require boring or turning.

I also inclose a photograph, 1481, which will give some details of parts of the work near these pipes.

Please make an offer, per pound, for casting and delivering these thirty-six small and eighteen large pipes, as soon as possible.

Respectfully,

M. C. MEIGS,
Captain of Engineers.

Messrs. POOLE & HUNT, *Baltimore, Md.*

BALTIMORE, *February* 6, 1858.

DEAR SIR: We will make the pipe castings, alluded to in yours of the 4th instant, at four cents per pound, delivered in Washington.

The great cost of patterns and preparation, as compared with the weight produced, requires this seemingly high price. We will then merely about get our own back again, and we shall only be benefitted as far as keeping the men at work.

Yours, respectfully,

POOLE & HUNT.

Captain M. C. MEIGS,
In charge Extension U. S. Capitol, &c., Washington.

February 10, 1858.

DEAR SIRS: Please to proceed to make the pipe castings described in my letter of the 4th instant, and drawings therein, at four cents per pound, delivered in Washington.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge of Washington Aqueduct.

POOLE & HUNT, *Baltimore, Md.*

WASHINGTON, *November* 12, 1857.

DEAR SIRS: I have sent by express to-day, addressed to you, a tin case, containing the drawings mentioned in the inclosed list.

The parts colored in red, are being made by Poole & Hunt, Baltimore, belonging to the skeleton of the work. Those colored blue, belonging to the surface or skin of the dome, are submitted for your estimate.

I shall be pleased to receive a bid from you as early as convenient.

Very respectfully, your obedient servant,

M. C. MEIGS, *Captain Engineers.*

Messrs. JANES, BEBER & Co.,
New York.

WASHINGTON, *November* 21, 1857.

SIR: In order to furnish you with a reliable estimate of the price at which we can make, deliver, and put up, the work of the first section of the dome referred to by your letter of the 12th instant, and the accompanying drawings, we have visited Washington, and considered the subject in all its bearings, and we are now prepared to offer, and we do now offer, to execute the work shown on the drawings submitted to us, and referred to in your letter, in the best and most perfect manner, for seven cents per pound, (7 c.,) which price will cover all patterns, workmanship, materials, freight, hauling, and every expense

pertaining to the work, until the same shall be delivered on the Capitol grounds.

And we further offer to put up all the aforesaid work complete, including all bolts, nuts, screws, &c., for the further sum of two cents per pound, (2 c.,) the putting up to be paid for as the work progresses, in sums of not less than ten thousand dollars.

Understanding that all scaffolding, staging, and hoisting required, shall be furnished by government.

Yours, respectfully,

JANES, BEBEE & CO.

Captain M. C. MEIGS,
U. S. Engineer in charge of Capitol Extension.

NEW YORK, *July* 6, 1858.

DEAR SIR: It is a long time since we gave you an estimate for iron work of dome, and as there has not been any action on it, and there has been some change in the iron market, we may wish to make some change in our offer. We therefore wish to withdraw our bid, and will send you our estimate on the return of Mr. Fowler.

Your favor of 1st instant, accepting our offer to furnish sky-lights for roof of center building, on F street, was received, and are obliged. They will be put into the works at once.

Respectfully, yours,

JANES, BEEBE, & Co.

Captain M. C. MEIGS.

OFFICE OF THE ARCHITECTURAL IRON WORKS,
42, *Duane street, New York, June* 28, 1858.

SIR: We will furnish the castings for the inside casings of the dome of Capitol, and deliver the same on wharf in Washington, or at depot, for the sum of five and three fourth ($5\frac{3}{4}$) cents per pound; and will put up the same complete, you making and furnishing all stagings and scaffoldings that may be required, and hoisting the work to place, for the sum of two and one half ($2\frac{1}{2}$) cents per pound.

It is understood that the work may be commenced immediately and prosecuted to completion, without hindrance on your part.

Very respectfully,

J. M. REED, *President.*

Captain M. C. MEIGS, *in charge Capitol Extension.*

ARCHITECTURAL IRON WORKS OFFICE,
Office, 42 *Duane Street, New York, July* 14, 1858.

DEAR SIR: Since my return home, I have consulted with my associates in regard to the offer I made for furnishing the casing of dome

of Capitol, and we think, in view of the present prices of stock and labor, that we can reduce our offer for that work a trifle. We therefore withdraw our first bid, and substitute the following:

We will furnish the castings for the inside casing of dome of Capitol for the sum of five and three eights ($5\frac{3}{8}$) cents per pound, delivered in Washington, and will put up the same for the sum of two and one half ($2\frac{1}{2}$) cents per pound; you furnishing all necessary stagings and platform, and carting and hoisting the work to place, as in our former proposition.

Very truly,

J. M. REED & CO.,
President.

Capt. M. C. MEIGS,
In charge of Capitol Extension, Washington, D. C.

P. S.—Please acknowledge the receipt of this.

DEAR SIR: Yours of the 14th withdrawing former offer for dome and making a new one is received, and will have attention.

Respectfully,

M. C. MEIGS,
Captain of Engineers.

J. M. REED,
President Architectural Iron Works,
42 *Duane Street, New York.*

NEW YORK, *August* 9, 1858.

SIR: We will agree to contract to furnish the iron work required for the skin of the first section of the dome according to the drawings submitted to us, furnishing all patterns, and delivering the same at the Capitol, including freight and drayage; and furnish all bolts, nuts, and screws, and put the same in place for six cents per pound, four and one half cents per pound to be paid on delivery, and the remaining one and one half cents as the work progresses; it being understood and agreed that government are to furnish all required staging, hoisting apparatus, and hoist the same to its place.

Respectfully yours,

JANES, BEEBE & CO.

Capt. M. C. MEIGS,
United States Engineer in charge of Capitol Extension.

AUGUST 17, 1859.

Mr. Fowler claims that "hoist the same to its place" includes slinging or hitching on the iron delivered by him within reach of the rope of the hoisting apparatus, and that therefore the United States

should furnish the man or men needed for this purpose. Janes, Beebe & Co. receiving the iron once hoisted and unslinging and stowing it away.

If a second hoist should be needed, Janes, Beebe & Co. to sling and the United States merely to hoist by the engine power.

Agreed to, as thus limited and explained.

M. C. MEIGS,
Captain of Engineers.

BALTIMORE, *September* 8, 1858.

DEAR SIR: We inclose our proposal for the section of the dome next to be finished. We did not know exactly how to describe it, but trust it will be sufficiently definite to avoid any slip on that score, as we think it includes all the deliveries, &c., that can be required.

Respectfully, yours,
HAYWARD, BARTLETT & CO.

Capt. M. C. MEIGS,
Engineer U. S. Capitol, &c., Washington.

BALTIMORE, *September* 8, 1858.

DEAR SIR: We propose to furnish the castings required for the completion of the section of the Capitol dome to the height of the Corinthian columns, as per drawings shown us, for five and one fourth cents per pound, and to put up the same for two cents per pound, you doing the hoisting and furnishing staging.

Very respectfully, your obedient servants,
HAYWARD, BARTLETT & CO.

Captain M. C. MEIGS,
Eng. in charge U. S. Cap. Ext., &c., Washington.

OFFICE UNITED STATES CAPITOL EXTENSION,
September 25, 1858.

SIR: I inclose three offers for the cast-iron work of the skin or covering of the framework of the principal story of the dome. They are as follows:

Hayward, Bartlett & Co., September 8, 1858:
For the castings, delivered.....5¼ cents per pound.
Putting up.....2 cents per pound.
Total.....7¼ cents per pound.
Hoisting and scaffolding by United States.

Janes, Beebe & Co., August 9, 1858:
For castings, delivered, including all bolts, nuts, screws.....4½ cents per pound.
Putting up.....1½ cents per pound.

Total.....6 cents per pound.
Hoisting and scaffolding by United States.

Architectural Iron Works; J. M. Reed, president; D. D. Badger, superintendent:
For castings, delivered.....5⅜ cents per pound.
Putting up.....2½ cents per pound.

Total.....7⅞ cents per pound.
Hoisting, carting, and scaffolding, by the United States.

These are three of the largest establishments in the United States, and probably command the most skillful workmen.

Messrs. Janes, Beebe & Co., who are the lowest in price, have done the greater part of the ornamental iron work about the Capitol extension. Their work has always given satisfaction when completed, and they are prompt in its execution.

Their price is very low, and I advise that I be authorized to order the work from them, as I have heretofore ordered large quantities of work from the same house.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in Charge.

Hon. J. B. FLOYD,
Secretary of War.

The above report was returned from the War Department, indorsed as follows:

Approved:

J. B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *October* 5, 1858.

WASHINGTON, *October* 7, 1858.

DEARS SIR: The Secretary of War has approved my recommendation to accept your offer of 9th August, for the skin of the dome, first section, at 6 cents per pound, as specified therein, viz: 4½ cents on delivery, and 1½ on completion of the putting up.

Respectfully,

M. C. MEIGS,
Captain of Engineers in Charge.

Messrs. JANES, BEEBE & Co., *New York.*

UNITED STATES CAPITOL EXTENSION,
Washington, April 15, 1858.

DEAR SIR: At what price can you furnish, for the new dome, 36 pieces of your 7-inch iron beams, 9′ 10″ long, to be delivered in Washington as early as possible?

Your attention is called to my order of March 20 and 29, for 336 pieces angle iron 5½″ long. These pieces are wanted as early as you can possibly furnish them.

Very respectfully,

M. C. MEIGS,
Captain of Engineers.

Mr. S. J. REEVES,
Vice-president Phœnix Iron Co., Philadelphia, Pa.

OFFICE OF THE PHŒNIX IRON COMPANY,
Franklin Building, Walnut above Fourth street,
Philadelphia, April 17, 1858.

DEAR SIR: Yours of the 15th instant duly received. We will furnish you with the 7-inch wrought iron beams, 9′ 10″ long, at 90 cents per foot, delivered at Washington, with the understanding that you pay the freight from here there, and deduct the amount from our bill. We ask this, because it is not practicable for us to pay all the way there at this point.

The short pieces angle iron were shipped you yesterday, of which we advised you by mail, with bill and bill of lading.

Respectfully,

JAMES MILLIKEN,
Secretary.

Captain M. C. MEIGS,
U. S. Capitol Extension, Washington, D. C.

UNITED STATES CAPITOL EXTENSION,
Washington, April 29, 1858.

DEAR SIR: Yours of the 17th instant is at hand. Your offer to furnish 36 pieces of 7″ wrought iron beams 9′ 10″ long, at 90 cents per running foot, delivered in Washington, is accepted, with the understanding that I will pay the freight of said beams upon delivery in Washington, which will be deducted from the amount of your bill. These beams are to be sent to the Capitol Extension, but marked for the dome. Please forward them as early as possible.

Very respectfully,

M. C. MEIGS.

PHŒNIX IRON COMPANY,
Philadelphia, Pa.

NEW YORK, *November* 11, 1859.

DEAR SIR: The pilaster capital, full-size drawing No. 221, is so different from the drawing of the pilaster capitals of interior, No. 1242, we hardly see how the patterns of one can be changed for the other. We were informed at the time we made the bargain for the work that we might reduce the patterns which were already made for the outside pilaster so as to fit the inside. Have we your consent to go on and do this, or shall we make new patterns? In which case, we want the privilege of charging the government with the cost. We made the bargain understanding the patterns for the pilaster patterns were ready-made, and made no estimate for making them.

Please inform us whether we shall reduce them, as agreed, or whether you would prefer new patterns, made in accordance with the design.

Yours, respectfully,

JANES, FOWLER, KIRTLAND & CO.

THOMAS U. WALTER, Esq.,
Architect U. S. Capitol, Washington, D. C.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, November 12, 1859.

GENTLEMEN: I have received from Mr. Walter, Architect of the Capitol extension, your letter, of the 11th instant, on the two capitals of the dome pilasters, and that of the 10th instant, on the lengths of certain steps, and on the platforms of the staircases.

The latter is answered by Mr. Walter's letter, which is herewith inclosed.

With regard to the former, I have examined your correspondence Captain Meigs, and I do not find any mention of the understanding or agreement about the capitals of the pilasters, which you mention. I have also conferred with Captain Meigs on the subject, and he has informed me that he fully understood that you were to furnish the patterns for the inside pilaster yourselves, without altering that of the outside one.

I do not, therefore, feel empowered to consent to the alteration, or to pay for the new patterns.

I respectfully request that hereafter, in your correspondence on the subject of this contract, you will address your letters to me, at this office. This course is necessary, as the bills are to be settled by me, and when any question of information comes up, the matter will be referred to Mr. Walter. Much confusion will be saved if you will adopt this course.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. of Top'l Eng'rs, Sup't of New Dome, &c

Messrs. JANES, FOWLER, KIRTLAND & Co.,
No. 356 *Broadway, New York.*

WASHINGTON, *November* 18, 1859.

DEAR SIR: Upon reflecting upon our conversation, I am under the impression that you did not consider that the two orders that were given to us for the work of the dome were separate and distinct, and based on separate sets of drawings.

First, we engaged on the 30th of July, 1857, to execute the stylobate, shown on drawings 1241, 1481, and 1493, for six cents per pound, (see letters of July, 1857.) After we completed this, we made a bargain for "the skin of the first section of dome, according to the drawings submitted to us," also for six cents per pound (see letters of August 9 and October 7, 1858.) Now we understand the "first section of the dome" to be that part included between the roof and top of the colonnade, and this, our understanding of it, is corroborated by the fact that the drawings submitted to us embrace the whole of this base, as you will find by obtaining from the architect the list of those sent numbers drawings 1241, 1481, and 1493, above referred to, they belonged to a former bargain; the list of those sent we will return, if you please or the plans submitted to us on which this bargain was based, for your inspection. Such being the fact, you will see that the said base is clearly included in our bargain, and, being so impressed ourselves, we have made all the patterns for the same, but, inasmuch as you have desired another offer, we herewith inclose one, which can be used as suggested, provided you differ from us in opinion as to the nature of the present bargain.

Very respectfully, your obedient servants,

JANES, FOWLER, KIRTLAND & CO.,
Late Janes, Beebe & Co.

Captain W. B. FRANKLIN,
Engineer in Charge of United States Capitol, &c.

WASHINGTON, *November* 18, 1859.

SIR: We hereby offer to execute the iron-work of the base of the new dome for the same prices, and under the same conditions, that we are executing the work now in hand, that is to say, furnish all patterns and deliver the same at the Capitol, including freight, drayage, bolts, nuts, screws, and put the same in place, for six cents per pound, four and one half cents to be paid on delivery, and the remainding one and one half cents as the work progresses, it being understood and agreed that government are to furnish all required staging, hoisting apparatus, and hoist the same to its place.

Very respectfully, yours,

JANES, FOWLER, KIRTLAND & CO.

Captain W. B. FRANKLIN,
Engineer in Charge United States Capitol, &c.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, December 1, 1859.

GENTLEMEN: I shall be glad to receive bids from you for the skin of the dome as high as the vertical part above the part now erected goes.

Also for the skin below that part, specifying the price per pound, delivered under the derrick, and the price per pound for erecting the work.

If you wish to bid for the cast-iron frame-work of the first three sections above the work now erected, and of the part below that already erected, all delivered at the workshop, I will consider such bid also.

Very respectfully, your obedient servant,

W. B. FRANKLIN,

Captain of Topographical Engineers in charge New Dome, &c.

Messrs. JANES, FOWLER, KIRTLAND & Co.,

No. 356 *Broadway, New York.*

WASHINGTON, *December* 2, 1859.

SIR: In compliance with your letter of the 1st instant, we hereby offer to execute "the skin of the dome as high as the vertical part above the part now erected goes," delivered under the derrick for four and one half cents per pound, (4½;) and we will agree to put the same in place for one and one half cents per pound, (1½;) and we will agree to execute the skin of the dome below the part now erected, delivered under the derrick, for four and one half cents per pound, (4½;) and we will agree to put the same in place for one and one half cents per pound; and will agree to execute the three first sections of the frame-work above the work now erected, delivered at the work-shops, for three cents per pound; and we will agree to deliver the frame-work below the work now erected, for three cents per pound, delivered at the work-shops.

These offers are made upon the understanding that government is to make and furnish all staging, hoisting apparatus, and hoist the iron to its place, payments to be made for the skin four and one half cents on delivery, and the remaining one and one half cents for putting up as the work progresses, as in former agreement, and the frame as delivered.

Having thus made an offer in accordance with your letter of the 1st instant, we beg leave to lay before you another proposition. We have examined the plans for the dome, and we find the design of what remains to be done above the work now being put up, is so dependent, the one part on the other, that it forms a whole that cannot well be divided; and the frame-work and the skin bear such relations to each other as to make it important that both should be made in the same shop; our experience in what we have already done, proves to us the advantage to government as well as to the mechanics, of having all the work done in the same establishment; we therefore propose to execute all that remains to be done to the dome, including the putting up of the entire work, exclusive only of staging and hoisting, as before expressed, *for seven cents per pound*, (7c.;) although our offer for the whole work at seven cents appears to be higher than our offer for the portions of the work specified by you, we beg leave to say that in reality it is much lower. We observe that you reserve to government the

planing, chipping, fitting and putting up the main ribs. This will no doubt cost as much as the simple delivery of the castings, thus bringing even the ribs up to our estimate, or nearly so, for the whole; as to the skin, we offer that at six cents, (6,) but it must be remembered that when we come to the spherical part of the exterior of the dome and its rich interior, these portions will cost us ten or twelve cents per pound, and the higher we go the more expensive it will be; but in view of our knowledge of the work, the facilities we now have for doing it, and our pride to complete what we have begun, we have offered the whole at the low price of seven cents.

Very respectfully, your obedient servant,

JANES, FOWLER, KIRTLAND & CO.

WM. B. FRANKLIN,
Captain Topog'l Engineers in charge of New Dome.

OFFICE UNITED STATES CAPITOL EXTENSION,
Washington, December 2, 1859.

SIR: I shall be glad to receive a bid from you for the outside lining of the dome, from the point to which it is now completed to the top of third cast-iron section, embracing the delivery and erection and fitting of all the iron of that part of the dome, except the cast-iron sections and their connections. The price per pound, delivered at the foot of the derrick, to be stated, as well as the price for erecting and fitting, including all bolts, nuts, and screws. The United States to furnish all required staging and hoising apparatus, and to hoist the work, as supplied, to its place. The slinging or hoisting on the iron, as delivered at the foot of the derrick, to be done by men employed and paid by the United States, the bidder to receive the iron once hoisted, and to unsling and stow the same away. Should a second hoist be needed, the bidder is to sling, and the United States merely to hoist by the engine power.

The same with regard to the outer lining of the part of the dome below that finished.

I shall also be glad to receive a bid from you for furnishing, at the Capitol workshop, the castings for the three sections of the frame and the lower part of the dome above specified, giving the price per pound.

In all of these bids, it is to be understood that the United States is to be at no expense for this work beyond that specified in the bids; and the certificate of the receiver is to be the basis upon which payments are to be made.

Payments on the work delivered will be made from time to time, as it is received. For work erected, payments will be made when that undertaken under the bid shall have been completed.

The deliveries are to commence by the 1st of May, 1860, and are to continue from that time, as they may be required by me, until the whole weight required is furnished.

Respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers, in charge of

J. M. REED, Esq.,
President Architectural Iron-Works.

OFFICE UNITED STATES CAPITOL EXTENSION,
Washington, December 3, 1859.

SIR: In compliance with your verbal request of the 23d ultimo, I have asked for bids from Messrs. Janes, Fowler, Kirtland & Co., and from Mr. J. M. Reed, of the Architectural Iron Works, New York, for the iron work of the new dome. I have only received one from the first-named firm, and it is inclosed herewith.

As the drawings were new to me, I have only had time to examine those for the three first sections of the cast-iron framing and the cover above the part already erected, embracing a height of thirty-one feet, and including all of the vertical part of the outside finish. I have asked the bidders above referred to for bids on that part of the work, and for the part below what has already been erected.

Messrs. Janes, Fowler, Kirtland & Co. bid *three* cents per pound for the cast-iron frame-work, delivered at the shop of the Capitol works, and *six cents* for the outer casing or skin of the dome. They also bid seven cents per pound for the whole finish of the dome throughout. This bid, however, was not asked for by me, and is voluntary on their part.

As these gentlemen have already furnished the cover or finish of the dome at the same price as that now offered by them, their bid for this is not unreasonable. But the price bid for the cast-iron frames is five-eight cent higher than that paid for similar work now up, and strikes me as being too high. I think it can be obtained for two and three-eight cents per pound, by throwing it open to competition, and only taking bids from responsible firms. I believe this course will be the best, taking all things into consideration.

The quantity of iron for the frame of the dome, called for by this bid, is not far from eight hundred thousand pounds, which, at three cents per pound, amounts to $24,000. The quantity of the skin or outside covering is about eight hundred thousand pounds also, which, at six cents per pound, amounts to $48,000. The total amount involved by the bid is about seventy-two thousand dollars.

Mr. Reed intended to have his bid in this morning by eleven o'clock; but as I have not heard from him to-day,* and as you expressed a desire to have the bids in this morning, I transmit Messrs. Janes, Fowler, Kirtland & Co.'s bid alone.

I, however, respectfully suggest that, if possible, a decision with regard to this question be withheld for a day or two, that Mr. Reed may have an opportunity to make his bid.

I have the honor to be, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topographical Engineers, in charge of New Dome.

Hon. JOHN B. FLOYD,
Secretary of War.

*Mr. Reed afterwards informed the department that, after investigation of the subject, he had made up his mind to put in no bid for the dome work.

The preceding report and inclosure were returned from the War Department with an indorsement, of which the following is a copy:

WAR DEPARTMENT, *December* 5, 1859.

As one of the propositions of Messrs. Janes, Fowler, Kirtland, & Co. contemplates not only furnishing the iron work complete, but also the putting of it up, as it will be required in the construction of the new dome, thus relieving the government of much expense in labor and machinery, and of great responsibility; and as said parties have heretofore, on the same work, given satisfactory evidence of their capacity and reliability, I am of the opinion that an acceptance of that proposition would, in every respect, be true economy, and the best that could be done for the safe and acceptable progress of the work. But, inasmuch as that proposition embraces the whole structure, for the completion of which this department has not the authority now to provide, it cannot be accepted.

If, however, the said parties will so agree, the engineer in charge is hereby authorized and directed to purchase from them, at seven cents per pound, the iron work complete and put up, referred to in his letter of the 3d instant, herewith.

JOHN B. FLOYD,
Secretary of War.

Captain FRANKLIN.

OFFICE UNITED STATES CAPITOL EXTENSION,
Washington, December 6, 1859.

GENTLEMEN: Your letter of the 2d instant, making an offer to furnish and erect the iron work of the dome, as specified in my letter to you of the 1st instant, and also offering to furnish and erect all of the iron work of the dome, at seven cents per pound, has been laid before the honorable Secretary of War, who has directed me to accept your offer at seven (7) cents per pound, for so much of the work as was referred to in my letter to you, above quoted, with the distinct understanding that when orders are given to you for the construction of the part of the dome not included in that part of the work, (being the whole of the upper part,) you are to furnish and erect it at the same price per pound, viz: seven (7) cents.

Payments will be made to you monthly, after the commencement of the erection of the work, the basis of which will be the weight of iron erected on the dome, as determined by measurements made by the officer in charge of the work; a reservation of fifteen per cent. being made in each payment, to insure the completion according to the terms of this understanding.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers, in Charge New Dome.

Messrs. JANES, FOWLER, KIRTLAND, & Co.,
No. 356 *Broadway, New York city, N. Y.*

WASHINGTON, *December* 7, 1859.

SIR: Your letter of the 6th instant, accepting our bid to build the entire dome, we consider satisfactory, but would most respectfully request you to reconsider the mode of payment therein proposed. You will observe, by reference to ours of the 2d instant, we propose (as has been the case heretofore under Captain Meigs) to be paid by the pound, on delivery of the castings, and the remaining balance when the work is put up in its place. In order to obtain sufficient means to carry forward this great work with dispatch, and in view of the large outlay of money by us in its commencement before we can realize from government, it is of the utmost importance to us that our arrangements should be such as to enable us to receive our pay when we commence delivering as fast as possible. We therefore propose that you alter or amend the mode of payment as follows, viz: allow us on delivery of the frame-work of the dome four and one half cents per pound, ($4\frac{1}{2}$,) and on the putting up the same the remaining two and one half cents per pound; and allow us on the delivery of the skin of the dome five cents per pound, and the remaining two cents when put up in place, payments to be made for putting up the work as it progresses: say, when sufficient has been erected to amount to from five to ten thousand dollars, and that you make, as heretofore, no reservation for percentage to be retained.

Very respectfully, your obedient servants,

JANES, FOWLER, KIRTLAND & CO.

W. B. FRANKLIN,
Capt. of Top'l Eng's, in Charge of New Dome.

OFFICE UNITED STATES CAPITOL EXTENSION,
Washington, December 7, 1859.

GENTLEMEN: I have received your letter of this date. I have no objection to paying you as you propose, viz: to pay you on delivery of the frame-work of the dome four and one half cents per pound, and when it shall have been erected, two and one half cents per pound; also, to pay you on delivery of the skin of the dome five cents per pound, and when it shall have been erected, two cents per pound. Payments are to be made for the erection of the work as it progresses, whenever the sum of five thousand dollars or more shall have become due.

In all payments a reservation of fifteen per cent. shall be made until the amount reserved shall amount to fifteen thousand dollars, when that amount only shall be retained until the work is completed.

It is understood that no order is given for any other work than that specified in my letter of the 1st instant, but that you hold yourselves bound to do the remainder of the iron-work of the dome when the order shall have been given, and that the conditions as to hoisting,

scaffolding, &c., are the same as those of the order you are now executing.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. of Top'l Eng's, in Charge of New Dome.

Messrs. JANES, FOWLER, KIRTLAND & Co.,
356 *Broadway, New York.*

OFFICE UNITED STATES CAPITOL EXTENSION,
Washington, December 13, 1859.

SIR: I have the honor to report that, in obedience to the order of the department of the 5th instant, I have ordered from Messrs. Janes, Fowler, Kirtland & Co. the iron-work for the lower part of the dome, and for the three sections above the part now erected, at seven cents per pound.

In reading more attentively the order of the department on this subject, I find that the bid of Messrs. Janes, Fowler, Kirtland & Co., if accepted, is supposed to relieve "the government of much expense in labor and machinery, and of great responsibility."

In examining their bid I find that they offer to furnish the material and do the work at seven cents per pound, "exclusive only of staging and hoisting, as before expressed." By staging, all of the necessary scaffolding is meant, and in a work of such great height this is an item of no small expense. As the United States is to do the hoisting, and is to furnish the scaffolding, it is evident that the main responsibility of the work still rests with the government, in fact, that the government has precisely the same expense and risk that it now has under the order by which Messrs. Janes, Fowler, Kirtland & Co. are erecting the work now in hand at six cents per pound.

I have therefore thought that the department may be under a misapprehension as to the terms of this bid of Messrs. Janes, Fowler, Kirtland & Co., and have considered it proper to lay the foregoing facts before it. I have the more reason for thinking that the department has misapprehended the state of the case, because Mr. Fowler, before making the bid which was transmitted to the department had endeavored to convince me that he had contracted with Captain Meigs for the whole dome at six cents per pound, and was anxious to get the work at that price on the conditions previously quoted, viz: that the United States should furnish the scaffolding and do the hoisting.

Having no idea that the department intended to consider the bid for the whole work, I did not refer to it in my letter of transmission of the 3d instant, except to say that it was not asked for.

I am, very respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. of Top'l Eng's, in Charge of New Dome.

Hon. JOHN B. FLOYD,
Secretary of War.

OFFICE NEW DOME OF THE CAPITOL,
Washington, January 20, 1860.

GENTLEMEN: I have been informed by the War Department that your offer of the 2d of December last, to furnish the iron-work of the dome, at seven cents per pound, the United States to do all the hoisting, and furnish all of the scaffolding, was misapprehended by the department, when I was directed on December 5, last, to purchase certain of the work from you at that price.

The department, in its decision, was under the impression that your offer covered the cost of hoisting and scaffolding, and gave the order to me with that understanding.

From this view of the case, it becomes my duty to inform that you will be expected either to do the hoisting, and furnish the scaffolding at your own expense, and then receive the seven cents per pound, according to the terms already indicated, or you can furnish and erect the iron-work already ordered, according to the tenor of your special bid, for that work contained in your letter above referred to, receiving therefor, six cents per pound, the United States to do the hoisting, and furnishing the scaffolding.

The drawings are ready, or will be so to-morrow, and I shall be glad to hear from you at once on the subject.

I shall be glad to know the precise section of the No. 1 sash bar, referred to in your letter of the 19th instant.

Very respectfully your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers, in charge of New Dome.

MESSRS. JANES, FOWLER, KIRTLAND & CO.,
No. 356, *Broadway, New York.*

NEW YORK, *January* 21, 1860.

SIR: Yours of the 20th instant was duly received, contents noted. There are some inquiries we should like to make before giving a definite answer, our Mr. Fowler will leave here for Washington on Monday morning, and we have no doubt the matter you speak of can then be satisfactorily arranged. He would send you the sketch of the sash you speak of by this mail, but it is out at the foundery, and will forward you by mail on Monday.

Respectfully, yours,

JANES, FOWLER, KIRTLAND & CO.

WM. B. FRANKLIN,
Captain Topographical Engineers, in charge of New Dome.

NEW YORK, *January* 24, 1860.

DEAR SIR: We are sorry that our offer for the work of the dome was not understood at the War Department, and that the bargain which has been recently made with us for that work was supposed to cover the staging and hoisting. We intended to be explicit on that head,

and thought that it was the desire of the department that said staging and hoisting should be furnished by government, as it has always been before, throughout the work. We are first informed by your letter of the 20th instant that the War Department was differently impressed in this matter, and, as we have ever been willing to correct any mistakes and to yield what might often with propriety be considered as our just due, for the purpose of promoting harmony and good fellowship in the great work in which we are engaged, we now signify our consent, so to amend our bargain with government as to make it cover the said staging and hoisting; that is to say:

We will take such machinery and material as are now in use on the dome, belonging to the United States, and to use it in erecting their work. The machinery and material are to belong to the United States, but is to be used by us, and all expenses of repairs, alterations, removals, and for new machinery and scaffolding are to be borne by us, after we have fininshed the work contracted for by Captain Meigs. The work contracted for by you to be executed by us according to the above terms, and all the machinery and material now on hand is to be turned over to the United States, when we have finished our contract.

Very respectfully, yours,

JANES, FOWLER, KIRTLAND & CO.

W. B. FRANKLIN,
Captain Topog'l Engineers, in charge of New Dome.

OFFICE NEW DOME OF CAPITOL,
Washington, January 27, 1860.

GENTLEMEN: I have received your letter of the 24th instant, in which you express your willingness to "consent so to amend your bargain with government as to make it cover the said staging and hoisting," &c.

I shall recommend the department to approve the agreement as amended, provided certain other requirements are consented to by you, which, in my opinion, are necessary to carry out the spirit of the agreement, and which could not be mentioned in a letter as general as that from me to you, of the 20th instant.

These are:

First. The United States shall be empowered to use the scaffolding, to do whatever painting may be required, without cost.

Second. Whenever the iron work of the upper sections of the dome shall be ordered, the bronze figure to surmount the dome, and its pedestal, shall be erected without cost to the United States, except for such scaffolding and hoisting apparatus as may be particularly necessary for such erection; and the time of the men employed in hoisting and erecting it shall be paid for by the United States, with ten per cent. in addition. It is to be understood that the scaffolding and hoisting apparatus *above* the iron work of the dome are referred to above.

Third. Upon the completion of the iron work that may be ordered from you, all of the scaffolding and hoisting apparatus must be removed

from the dome and roof of the Capitol at your expense, and must be delivered to the United States on the ground, under the direction of the engineer in charge.

Fourth. All designs for scaffolding and hoisting apparatus must be submitted to the engineer in charge, and approved by him, before they are adopted; or, if preferred by you, the designs will be made in this office.

Fifth. The engineer in charge is to indicate what parts of the work should be carried on to the exclusion of other parts, and he is to be the judge of the speed with which the work is to be prosecuted.

Sixth. The temporary roof to be placed at the top of the work now up shall be furnished and erected by the United States, but it shall be taken down, when required, after the completion of the work, by you, at your expense.

Be good enough to inform me whether you consent to these require ments.

Very respectfully, your obedient servant,

W. B. FRANKLIN,

Captain Top. Eng., in charge New Dome of Capitol.

Messrs. Janes, Fowler, Kirtland & Co.,

No. 356, Broadway, New York.

New York, *January* 31, 1860.

Dear Sir: Your letter of 27th instant is duly received, and, in reply, we have to say, that we cannot agree to the supplemental terms suggested in said letter. The order given us by you, under date of 6th ultimo, was full and complete, and we had the right to insist on its fulfillment; but when informed by you, under date of 20th instant, that the Secretary of War was under a misapprehension in reference to the staging and hoisting, we immediately yielded our right to demand of government the building of said staging and hoisting, and consented so to revise our bargain as to put the expense, enormous as it will be, entirely upon us, while, at the same time, we knew that our bargain was too low without it; but our desire has always been to make all our bargains satisfactory to those with whom we deal; and, with this view, we concluded to take upon ourselves this great expense without complaint, and with the best possible grace. And, in order that there might be no future misunderstanding, our Mr. Fowler got you to give him in writing exactly what you wanted us to propose as the revision of our bargain, which you did; and our proposition of the 24th instant is in your own words. Notwithstanding we gave it to you exactly as you indicated, you suggest, under date of 27th instant, additional exactions, such as we never can consent to; nor could we consent to them were the price ten times as much as it is. You require that the designs for the scaffolding and hoisting apparatus shall be submitted to the engineer in charge before executed, and be subject to his approval. This puts us entirely in his hands, and he may, if he chooses, make these adjuncts to the work cost more than the work itself. While

we shall always be glad of your suggestions and approval, we shall claim to make the scaffolding as best suits our purpose; and, also, to pursue such a system of hoisting as our own experience may, from time to time, dictate as the most efficient for the speedy prosecution of the work. The work, itself, we shall of course hold subject to your entire approval; but the tools, the machinery of all kinds, and the workmen with which we execute the same, must be at our own disposal. Again, you claim for the engineer in charge the right to direct the speed with which the work is to be prosecuted. This would give him power to demand the execution of any portion of it that he may suggest in a shorter time than it would be possible to do the work, or he may order it to go along so slow as to put us to great cost and inconvenience.

We understand there is money enough on hand to pay for the work now ordered of us; and we understand that it is the desire of all that the work shall be pushed as fast as possible, and it is our taste, as well as interest, to urge it on with the utmost rapidity. We are, therefore, at a loss to know why we should yield up all our rights in this particular to the engineer in charge, while at the same time we shall always take pleasure in following out his suggestions and taking his advice to any reasonable extent.

As it regards the painting and the placing the statue on the dome, we ought by this time to be well enough known at the Capitol to put to rest all doubt as to our disposition to accommodate government, and every body else, as far as lies in our power; hence, we consider it unnecessary to bind us by articles to live in good fellowship with government, and to be civil to them with whom we are brought in contact. We are satisfied to abide by our proposition of 24th instant; that is to say, take the scaffolding and hoisting upon ourselves, which offer, we consider, should be satisfactory to you, as it was in your own words. We think the bargain quite hard enough as it is; but we are willing to abide by it in good faith, subject to the same supervision by the engineer in charge as all other work we have done has been.

Very, respectfully, your obedient servant,

JANES, FOWLER, KIRKLAND & CO.

WM. B. FRANKLIN,
Capt. Top. Engineers, in charge of New Dome,
Washington, D. C.

OFFICE NEW DOME OF CAPITOL,
Washington, February 3, 1860.

GENTLEMEN: I have received your letter of the 31st ultimo, in which you decline to accede to the requirements of my letter of the 27th ultimo.

In requiring the approval of the scaffolding and hoisting apparatus by the engineer in charge, my only object was to relieve you from the responsibility which would arise in case of accident to the work from failure of the scaffolding or hoisting apparatus. After my approval,

any accident which would occur to the building in case of a failure of the apparatus would be due to my negligence, and not yours. Somebody must be responsible for these things. I would not attempt nor desire to dictate what scaffolding or what hoisting apparatus should be used; but I must reserve the right to decide as to their strength; and this is all that was meant by that requirement.

I must reserve the right to determine what parts of the work shall be prosecuted. The assertion that such a reservation gives the engineer the "power to demand the execution of any portion of it that he may suggest, in a shorter time than it would be possible to do the work," as stated by you, could only become practical if the engineer was entirely unacquainted with his business or wished to annoy you; whereas, if the engineer has no right to direct what parts shall be constructed, you, by the terms of the agreement, have the power to send all of the iron-work here and receive payment for it before you commence the erection of any of it.

A proper spirit in both parties will certainly render this requirement easier to bear than it may at first sight appear.

With regard to the hoisting of the bronze statue, and the use of the scaffolding for the painters employed by the United States, I have only to say that these and all other things required were specified in order that, as Mr. Fowler stated to me, there might be no misunderstanding between us while the work is in progress.

All of the requirements of my letter of the 27th ultimo are, in my opinion, necessary on the part of the United States for its protection, in an agreement involving the expenditure of so large a sum of money; particularly when it is considered that the engineer in charge, and all other persons connected with the business on the part of the United States, may not be here through the performance of the agreement; and the persons of your firm may change also.

If, in view of the statements contained in this letter, you still decline to accede to the requirements of my letter of the 27th ultimo, be good enough to return me all drawings which have been sent you relating to the parts of the work embraced in the agreement, as other arrangements will have to be made.

I consider it proper to state to you that, in insisting upon the terms of my letter of the 27th ultimo, I am only actuated by the desire to act fairly to both parties; and I believe that I would be recreant to my duty as an officer in charge of an important work were I to attempt to carry it on under an agreement made loosely, involving the expenditure of so large a sum of money.

I have no doubt of the desire of your firm to carry on the work in the same spirit of kindness and good will that you have hitherto manifested; but, while I am assured of this, I know that where the matters I have indicated are left undecided, disputes and misunderstandings are sure to arise. A fair understanding at the commencement, laid down in terms about which there can be no mistake, will prevent these; and this I have attempted to bring about.

There will be no necessity for sending you drawing 1942, asked for

in your letter of the 31st ultimo, this day received, until I hear from you again on this subject.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers in charge of New Dome.

Messrs. JANES, FOWLER, KIRTLAND, & Co.,
No. 356 *Broadway, New York.*

NEW YORK, *February* 7, 1860.

DEAR SIR: Yours of 3d instant came to hand by yesterday's mail, and we are pleased to understand, by the explanations contained therein, that we are not likely to be embarrassed by the requirements of yours of the 27th.

We concur fully in your views, of the importance of having such matters settled in plain terms; and believing your requirements in the revision of our contract with the United States to be made for our future mutual advantage, we are induced to accede to them in the same spirit in which they are proposed.

There are, however, some minor matters which, we think, upon looking them over, you will agree with us, should be changed, viz: we are required to take down and deliver to the United States, on the completion of the work, all the scaffolding, &c.; we cannot suppose that it is meant that we should deliver over to the United States that part of the staging, &c., which have been furnished at our own expense, under the revision of our contract. 2d. We are required to take down the roof, which is to be erected by the United States. We think we should be allowed the cost, at least, of such work, and that there should be a provision for payment, by the United States, of the expenses, similar to that providing for the erection of the bronze figure. We will, however, leave these matters to yourself, believing you will see the propriety of the changes suggested.

We remain, dear sir, your obedient servants,

JANES, FOWLER, KIRTLAND & CO.

WM. B. FRANKLIN,
Captain of Top'l Engineers, in charge of New Dome.

OFFICE NEW DOME OF THE CAPITOL,
Washington, February 9, 1860.

GENTLEMEN: I have received your letter of the 7th instant. I did not intend to convey the idea, by my letter of the 27th ultimo, that you were to deliver to the United States any scaffolding or hoisting apparatus erected and furnished by yourselves. I only intended that everything furnished by the United States should be returned.

With regard to the roof, I have to state that its erection by the United States will be a great assistance to you in constructing the work, and that it can only be put up at all if it does not interfere with

your hoisting arrangements. The matter will then stand thus: The United States assists you by furnishing a roof which will make an excellent scaffold and foundations for a traversing crane. Why, then, after the work is completed, should you be further assisted by getting paid for taking down work which will have already saved you a great deal of money, and which the United States has furnished you without compensation, other than that derived from the increased light and space it gives to the rotunda?

I cannot, therefore, consent to reimburse you for taking the contemplated roof down.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Top'l Engineers, in charge of New Dome.

Messrs. JANES, FOWLER, KIRTLAND & Co.,
No. 356, *Broadway, New York.*

NEW YORK, *February* 11, 1860.

DEAR SIR: Yours 9th instant received. We assent to your views about payment for taking down the contemplated roof, and, under the circumstances, will not desire to be reimbursed for the same.

Respectfully, yours,

JANES, FOWLER, KIRTLAND & CO.

Mr. WM. B. FRANKLIN,
Engineer in charge of New Dome, &c., Washington, D. C.

OFFICE OF NEW DOME OF CAPITOL,
Washington, February 14, 1860.

SIR: Messrs. Janes, Fowler, Kirtland & Co., in two letters, dated the 7th and 11th instant, express their willingness to accede to certain requirements made by me in a letter to them dated the 27th ultimo; a copy of which is herewith inclosed. I believe that the bargain, made with this understanding, will be conducive to the interests of the United States; and I therefore recommend its approval by the Department, subject to their requirements, and to those with regard to payments and reservation of ten per cent. hitherto enforced in dealings with them with regard to the dome work.

I am, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers in charge of New Dome.

Hon. JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *February* 15, 1860.

The within recommendation of the engineer in charge of the new dome is approved.

J. B. FLOYD,
Secretary of War.

OFFICE NEW DOME OF THE CAPITOL,
Washington, January 27, 1860.

DEAR SIR: Will you be good enough to inform me at what price you will deliver here, free of freight, 150 running feet of T rail, small size, like that supplied for the Washington aqueduct in February, 1858, with hook spikes sufficient to lay it down?

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers in charge of New Dome.

SAMUEL J. REEVES, Esq.,
Vice-President and Treas. Phœnix Iron Co.,
No. 410 *Walnut street, Philadelphia, Pa.*

PHILADELPHIA, *January* 9, 1860.

DEAR SIR: I have to acknowledge receipt of your favor of the 7th instant, and, in reply to your inquiry, would inform you that the price of the rails specified is $60 per ton (2,240 pounds) delivered in this city, and the spikes, 4½ by $\frac{7}{16}$, four cents per pound. To this the freight to Washington would be added, which, I am informed, is about $5 40 per ton, net. Could supply both rails and spikes in a few days after receiving the order, having them now on hand.

Very respectfully, your obedient servant,

SAMUEL J. REEVES,
Vice President.

W. B. FRANKLIN, Esq.,
Capt. Top'l Engineers in charge of New Dome, Washington.

OFFICE NEW DOME OF CAPITOL,
Washington, January 10, 1860.

DEAR SIR: Please furnish the T rail and spikes as indicated in my letter to you of the 7th instant; I will pay the freight here.

In your letter of the 9th instant you do not mention whether the price is the cash price, or whether there is a deduction for cash.

Respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Topographical Engineers in charge of New Dome.

S. J. REEVES, Esq.,
Vice-President and Treas. Phœnix Iron Co.,
No. 410 *Walnut street, Philadelphia, Pa.*

PHILADELPHIA, *January* 11, 1860.

DEAR SIR: Your esteemed favor of the 10th January is duly received. Your order shall have prompt attention. The price stated in ours of the 9th instant is *net cash*. We always quote "net cash prices," unless stipulated to the contrary.

Respectfully,

JAMES MILLIKEN,
Secretary Phœnix Iron Co.

W. B. FRANKLIN, Esq.,
Capt. of Top'l Engineers, in charge of New Dome,
Washington, D. C.

OFFICE OF NEW DOME OF CAPITOL,
Washington, January 9, 1860.

DEAR SIR: I understand that you have on the Washington aqueduct a quantity of strap rail which you may perhaps have no use for. This would answer well to make a track necessary for a derrick on the dome, and I shall be glad to have 400 feet of it transferred to the dome at the price it cost the aqueduct, if you have no objection to the transfer.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. Top'l Engineers, in charge of New Dome.

Capt. M. C. MEIGS,
U. S. Corps of Engineers, in charge of Wash. Aqueduct,
Washington, D. C.

In accordance with the above request, Captain Meigs transferred to the dome one ton and 745 pounds of strap rail, at $50 per ton, making a cost of $66 62.

OFFICE NEW DOME OF CAPITOL,
Washington, January 16, 1860.

GENTLEMEN: Have you on hand any iron sash of these precise patterns? If you have, how much do you ask for it per pound, and how many pounds are there to the running foot?

There will be required about 2,100 feet of No. 1, and 1,300 feet of No. 2.

The most convenient lengths will be 15 feet.

Respectfully, &c.,

W. B. FRANKLIN,
Capt. of Top'l Engineers, in charge of New Dome.

Messrs. JANES, FOWLER, KIRTLAND & Co.,
No. 356 *Broadway, New York.*

No. 1. No. 2.

For patterns see original.

NEW YORK, *January* 19, 1860.

DEAR SIR: Yours received. We have the No. 1 sash-iron on hand, which we imported for our own use, but none of the No. 2. The bars are over 15 feet long. The No. 1 weights slightly over one and a half pounds per foot. If this sash-iron is intended for wood frames, we do not think the single rebate iron No. 2, is necessary. We have usually used wood molding, tacked on the wood frame for the side rebates. It was only where we had to insert in iron frames, or that we had not the wood frames at hand, that it was found necessary to use this half-rebate iron for framing the iron-sash in. We usually had small plates riveted on the ends of the bars, and those plates sunk flush in the timber of the frame, and the outside moldings of wood tacked on after to hold the glass, marked X below; B is the iron plate sunk flush in the wood frame. Cast-iron rebates could be put in place of wood, if preferred. We will let you have the No. 1 iron, if wanted, at 4¾ cents per pound.

Respectfully yours,

JANES, FOWLER, KIRTLAND & CO.

W. B. FRANKLIN,
Washington, D. C.

NEW YORK, *January* 20, 1860.

DEAR SIR: We omitted to mention in ours of the 19th instant, that we could import from Europe, if wanted, the No. 2 sash-iron, at the same price as the No. 1, and have it here in four months time.

Respectfully yours,

JANES, FOWLER, KIRTLAND & CO.

W. B. FRANKLIN,
Washington, D. C.

OFFICE NEW DOME OF THE CAPITOL,
Washington, January 20, 1860.

GENTLEMEN: Please inform me if you make sash-bar; and, if so, be good enough to send me a sketch of the sizes, stating the price, and also the weight per foot.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain Top. Engineers, in charge of New Dome.

Messrs. COOPER, HEWITT & Co.,
17 *Burling Slip, New York.*

NEW YORK, *January* 23, 1860.

DEAR SIR: Your favor of the 20th instant is received. We make sash-bars of the sections inclosed, numbered 1 and 2. The weight of

No. 1 is 1 pound 6 ounces (1⅜ pound) per lineal foot, nearly. The weight of No. 2 is about 1 1/16 pounds per lineal foot. The price of these bars is ($100) one hundred dollars per ton, 2,240 pounds, in New York or Philadelphia.

We also inclose section of a fence bar, marked 3, which we suppose may be useful in designing the balconies, if any there be, in the dome. The price of this bar is (80) eighty dollars per ton, 2,240 pounds; weight 2.27 pounds per foot.

We also make various sections of purlin bars and iron beams, which we will be glad to supply you with as required.

* * * * * * * *

Very respectfully, your obedient servant,

COOPER, HEWITT & CO.

W. B. FRANKLIN, *Captain Top. Eng'rs,*
In charge of New Dome, Washington D. C.

P. S.—The sash-bars were made after the design of Major G. T. Beauregard, United States engineers, for the New Orleans custom-house, in which they have been extensively used.

C., H. & CO.

OFFICE NEW DOME OF THE CAPITOL,
Washington, January 20, 1860.

SIR: Please inform me if your company make sash-bar; and if so, be good enough to send me a sketch of the sizes, stating the price, and also the weight per foot.

Very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topog'l Engineers in charge of the New Dome.

SAMUEL J. REEVES, Esq.,
Vice President and Treas'r Phœnix Iron Company,
No. 410 *Walnut street, Philadelphia, Pa.*

OFFICE OF THE PHŒNIX IRON COMPANY,
410 *Walnut street, Philadelphia, January* 21, 1860.

DEAR SIR: In compliance with your request, I have the honor to forward plates and price current for your information.

Respecting the sash-bar, I would state that we have rolls only for two sizes, marked Nos. 3 and 4 on plate A, and the prices are respectively twelve and fifteen cents per foot.

If there should be any special sections of iron required in your department not made by us I would like to have drawings of them, in case you desire to order them of us. Any new thing, where the quan-

tity is not considerable, of course will cost extra in the beginning, and afterwards less by the difference in cost of preparation.

Very respectfully, your obedient servant,

SAMUEL J. REEVES,
Vice President.

W. B. FRANKLIN,
Captain of Top. Engineers in charge of New Dome,
Washington, D. C.

OFFICE OF NEW DOME OF CAPITOL,
Washington, January 23, 1860.

GENTLEMEN: Have you on hand any sash-iron? If you have, please send me a drawing of the section, the price per pound, and weight per foot. I wish to get about 2,300 feet whole section, and 1,300 feet half section.

Respectfully, your obedient servant,

WM. B. FRANKLIN,
Captain Top. Engineers in charge of New Dome.

MESSRS. W. BAILEY LANG & CO.,
No. 54 Cliff street, New York.

NEW YORK, *January* 26, 1860.

DEAR SIR: We regret we cannot reply favorably to yours of 23d instant, asking for sash iron.

There is not in this market a pound to be found; none now coming here unless specially imported from England.

Not knowing if you may not prefer this method of getting your supply, we inclose drawings of shapes having sections of sash irons thereon; your order for which we shall esteem. The time consumed to get a supply would be something like eight weeks. The price we could not now determine upon, as we have not the maker's list, it being so rarely called for, but we could make that quite satisfactory upon delivery.

Respectfully yours,

W. BAILEY LANG & CO.

W. B. FRANKLIN, Esq.,
Capt. Top. Engineers in charge of New Dome, Washington, D. C.

OFFICE NEW DOME OF CAPITOL,
Washington, January 23, 1860.

GENTLEMEN: Have you on hand any sash iron? If you have, please send me a drawing of the section, the price per pound, and weight per foot. I wish to get about 2,300 feet whole section, and 1,300 feet half section.

Respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. of Top. Engineers, in charge of New Dome

MESSRS. MORRIS, WHEELER & CO.,
Successors to Morris, Jones & Co.,
Market and 16th streets, Philadelphia, Pa.

PHILADELPHIA, *January* 25, 1860.

DEAR SIR: Your esteemed favor of 23d instant is at hand, and we thank you for remembering us. We have no iron of the description you want, nor facilities for making it. The only parties in this city who are likely to furnish it, is the Phœnix Iron Company. If they cannot give you the pattern you desire, we shall be happy to import it for you.

Respectfully,

MORRIS, WHEELER & CO.

W. B. FRANKLIN,
Captain of Topographical Engineers, in charge of New Dome,
Washington, D. C.

OFFICE NEW DOME OF CAPITOL,
Washington, January 23, 1860.

SIR: Have you on hand any sash iron? If you have, please send me a drawing of the section, the price per pound, and weight per foot. I wish to get about 2,300 feet whole section and 1,300 feet half section.

Respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. of Top'l Eng'rs, in charge of New Dome.

J. M. REED, Esq., *President Architectural Iron Works,*
No. 42 *Duane street New York.*

ARCHITECTURAL IRON WORKS,
(13*th and* 14*th streets, near Avenue C,*)
Office 42 *Duane street, New York, January* 25, 1860.

SIR: Your favor of 23d is received. I will have drawing made at once of sash iron, as requested, forwarded, with weight, price, &c. We also make a very nice cast-iron sash, which might suit your purpose better than the wrought, perhaps; but as you do not name the purpose you want it for, I cannot judge. I will remark, however, that I shall be in Washington the beginning of next week, and will call on you, and may perhaps give some explanations that will serve your interest in regard to it. I will also take some samples with me.

Very truly,

J. M. REED, *President.*

Captain W. B. FRANKLIN,
Topographical Engineer, Washington.

OFFICE NEW DOME OF CAPITOL,
Washington, January 26, 1860.

GENTLEMEN: I have received your letter of the 23d instant.

The sections marked Nos. 1 and 2 will answer the purpose for which I require the sash, and I request that you will send to me, for the new

dome, 2,100 feet of the No. 1, or half section, and 1,300 feet of the No. 2, or whole section. The most convenient lengths will be fifteen feet.

I have noticed the section marked No. 3. It may be of use, and I will remember it.

* * * * * *

I shall be glad to receive the iron as soon as possible.

Very respectfully your obedient servant,

W. B. FRANKLIN,

Captain of Topographical Engineers.

Messrs. COOPER, HEWITT & Co., *No.* 17, *Burling slip, N. Y.*

Statement of payments on account of the new dome from the commencement of the work to February 17, 1860.

To whom paid or of whom purchased.	Nature of purchase or expenditure.	Amount.	Total.
Days' workmen	Services	$84,042 17	
Z. W. Denham	do	990 00	
Philip Scragg	do	84 00	
E. S. Freidrich	do	60 00	
August Schonborn	do	1,478 75	
Henry F. Schonborn	do	928 50	
E. W. Donn	do	815 00	
F. S. Findlay	do	394 00	
O. Sonneman	do	94 00	
G. C. Schaffer	do	52 00	
Patrick Donohoe	do	361 25	
Thomas U. Walter	do	1,125 00	
William T. Bassford	do	104 00	
			$90,528 67
Capitol extension	Labor, materials, &c		13,157 58
John Purdy	Lumber	2,891 37	
John G. Smith	do	149 57	
Joseph Libbey & Son	do	38 94	
F. Coyle & Bro	do	560 20	
Edwin Green	Mahogany	14 74	
			3,654 82
S. Bacon & Co	Rope	102 65	
Henry Dreier	do	189 16	
C. W. Copeland	Wire rope	2,103 97	
John A. Roebling	do	738 75	
			3,134 53
K. H. Lambell	Bricks	2,520 02	
W. H. Gunnell	do	1,155 81	
A. & W. Grinder	do	666 02	
A. & T. Richards	do	186 99	
			4,528 84
John Collins	Cleaning bricks	11 04	
John Mangin	do	5 25	
James Hughes	do	1 96	
Patrick Mack	do	4 71	
Thomas Mason	do	5 84	
Walter Carroll	do	3 64	
Daniel Carroll	do	28 17	
Samuel Carroll	do	3 02	
Patrick Chancey	do	22 16	
Thomas Clancey	do	7 87	
Daniel Cratty	do	11 63	
W. Brashears	do	3 45	
Robert King	do	41 07	
Patrick Nolan	do	21 74	
John Malone	do	21 05	
James Spurlin	do	27 84	
John Harrington	do	19 87	
Philip Miller	do	4 59	
Michael Burke	do	2 80	
William Palmer	do	5 21	
A. J. Eliason	do	138 94	
			391 85
Henry Wilde	Cement	540 36	
M W. Woodward	do	1,711 45	
			2,251 81
Charles Wise	Freight, wharfage, and hauling	138 17	
Thomas W. Riley	do do	173 99	
Thomas H. Parsons	Freight	375 80	
Joseph Swiggart	Hauling	3 00	

STATEMENT—Continued.

To whom paid or of whom purchased.	Nature of purchase or expenditure.	Amount.	Total.
Decator Oakes	Freight	$74 85	
A. J. Falls	....do	20 00	
Henry Lewis	....do	9 12	
			$794 93
Robert Farnham	Stationery	69 05	
Blanchard & Mohun	....do	142 20	
Herschbergunky	....do	6 00	
Taylor & Maury	....do	5 81	
Ames, Herrick & Barnes	Drawing paper	10 50	
Wheelwright, Mudge & Co	....do	85 12	
E. Anthony	Saxe paper	37 81	
			356 69
B. Westerman & Co	Books	155 87	
John Tretler	Binding books	12 25	
Edward Lycett	....do	14 43	
S. De Camp	Index book	10 00	
			192 55
Henry Polkinhorn	Printing and ruling blanks	70 67	
Thomas McGill	....do....do	13 75	
			84 42
J. C. McGuire & Co	Office furniture	42 38	
James Skirving	....do	28 50	
			70 88
G. & T. Parker	Brooms, buckets, &c	55 66	
E. E. White & Co	....do	17 00	
			72 66
J. H. Colton	Brass tubes	336 25	
L. H. & G. C. Schneider	Repairing brass tubes	5 12	
			341 37
McAllister & Brother	Instruments	35 42	
Wm. Wurdemann	....do	72 00	
			107 42
Captain M. C. Meigs	Transportation	26 00	
Charles F. Thomas	....do	9 37	
			35 37
Enos Ray	Forage	45 82	
Clark & Brother	....do	90 00	
E. O. Magruder	....do	25 14	
			160 96
Joseph R. Brognard	Cotton duck	384 78	
Clagett, Newton, May & Co	Dry goods	21 79	
			406 57
Poole & Hunt	Cast iron	67,894 12	
Janes, Beebe & Co	....do	64,324 21	
Janes, Fowler, Kirtland & Co	....do	18,381 00	
Wm. M. Ellis & Bro	....do	825 35	
W. T. Duvall	....do	46 38	
			151,471 06
Murray & Hazlehunt	Wrought iron	6,282 62	
Caleb Buckingham	Wrought iron bolts	83 28	
James Milliken	Wrought iron beams	318 60	
			6,684 50
Campbell & Coyle	Iron	3,654 82	
Morris, Tanner & Co	....do	1,389 36	
Washington Aqueduct	Iron rail	66 62	
			5,110 80
Gage, Warner & Whitney	Machinery	3,765 30	
C. W. Smith	....do	2,177 50	
R. P. Parrott	Hoisting crat	955 38	

STATEMENT—Continued.

To whom paid or of whom purchased.	Nature of purchase or expenditure.	Amount.	Total
G. B. Farnum	Hand-planer	$92 50	
H. R. Worthington	Steam piston	57 50	
Nason & Dodge	Steam gauges	96 47	
			$7,144 65
Joseph L. Savage	Hardware	147 90	
Campbell & Coyle	....do	2,212 76	
Campbell & Son	....do	60 13	
			2,420 79
J. N. McGregor	Paints, oils, &c	466 94	
C. S. Whittlesey	....do	1,875 29	
A. Hatch	Oil	120 40	
H. H. McPherson, jr	Oil and vitriol	264 48	
W. H. Gilman	Shellac and vitriol	132 97	
			2,860 08
Howell & Morsell	Glass	85 13	
S. Roe & Co	....do	1 50	
			86 63
S. H. Young	Wood and coal	81 81	
Castleman & Brother	Cumberland coal	977 57	
			1,059 38
W. P. Webb	Turning wood	19 50	
F. Y. Naylor	Tin and sheet-iron	42 00	
J. W. Thompson & Bro	Plumbing	50 02	
H. L. Kendall	Screws	127 11	
Thos. Crawford	Model	3,000 00	
A. J. French	Patent roofing	339 80	
Barbara Loudon	Making towels	3 00	
Ann Kernan	Washing towels	21 32	
John Wood	Photographic malts	10 01	
N. S. Raymond	Drill and rules	11 00	
			3,623 76
James Skirving	Coal-burners	11 96	
D. F. Tieman	Graphite	379 51	
J. A. Weston & Co	Scales	225 00	
Washington City P. O	Postage	78 74	
W. B. Walworth	Telegraphing	2 11	
Lutz & Beall	Saddlery	41 87	
Sam'l Kirby	Letter-case	15 00	
Dan'l Kernan	Omnibus tickets	1 50	
A. J. Joyce	Buggy	70 00	
Thomas Scrivener, att'y	Office rent	83 33	
J. B. Anthony	Nuts and washers	125 82	
Captain W. B. Franklin	Commutation	92 00	
			1,126 84
			301,860 41
	Amount appropriated	700,000 00	
	Cash received from Gage, Warner & Whitney, for mending machines	6 00	
	Making	700,006 00	
	From which deduct payments	301,860 41	
	Leaving available		398,145 59
	From which deduct estimated liabilities of dome, viz:		
	Due Janes, Fowler, Kirtland & Co	22,229 89	
	Due days' workmen	5,000 00	
	Due miscellaneous	1,500 00	
			28,729 89
	Leaving a balance applicable to the further prosecution of the work of		369,415 70

APPENDIX C.

Correspondence in relation to the column shafts of the Capitol Extension.

LEE, *December* 8, 1856.

DEAR SIR: * * * * * * * * * *
You spoke of altering the columns back to old size. I prefer getting them in two pieces unless you advance on the price from first contract.

Yours, very truly,

CHARLES HEEBNER.

M. C. MEIGS, *Capt. of Engr's,*
in charge U. S. C. and P. O. Ext's., Washington.

December 11, 1856.

DEAR SIR: Your letter of the 8th was received yesterday.

I have no right to advance the price of the first contract for column blocks.

The second contract was made with the understanding that the quarry would furnish nearly the whole number of column shafts in single blocks, and the condition that a part should be in two blocks was intended to provide a use for those blocks which might be broken in getting out the monolithic shafts so as, for your advantage, to prevent waste.

They were to be used in the retired porticoes, and in places where they would be least conspicuous.

I prefer a column in moderate sized blocks to one in two pieces, and would not have made a contract to get them all in two pieces, or any of them in two pieces, except for the sake of getting the greater part of them in single blocks.

I perceive that, in drawing up the contract with a desire to make it liberal to you, no condition was inserted as to the absolute number that should be monolithic; but you will perfectly remember that it was not intended to be one or two, but as many as possible, understanding that it would be possible to get nearly the whole so.

As this cannot be done, I prefer returning to the old contract, and suppose you will not be disposed to take advantage of a wording which was framed from regard to your interests.

Should you insist upon the literal fulfillment of the contract, which would very much increase the difficulty and the time of getting out these columns, I shall be compelled also to insist upon its literal fulfillment, and require a reasonable proportion of the columns to be monolithic, and all the others to have full two thirds of the shaft in one piece, and then to be delivered within the next two seasons, which is a large advance upon your contract time of three years, as provided in the first contract, and not altered by the second.

In facility of work, and for the speedy completion of the contract and of the buildings, I believe that it is altogether to the advantage of the parties to return for these shafts to the provision of the first

contract, as the fulfillment of the second in its intention is evidently impossible.

I trust that upon reflection you will agree with me.

Respectfully, your obedient servant,

M. C. MEIGS.

CHARLES HEEBNER,
Lee, Massachusetts.

JUNE 12, 1857.

SIRS: The marble work of the connecting corridors will be commenced shortly, the foundations being well advanced.

It will be necessary to set the back porticoes of these corridors with the walls, as the marble blocks must be brought in from the east, and over the walls.

For this purpose, the column blocks should be sent at once, and even now you will be pressed for time to get them here and not delay the work.

As the quarry has evidently proved incapable of supplying the monolithic shafts, you will send these columns in blocks of not less than four feet in length, according to your first contract.

The pedestals, bases, &c., with the arcade below, should all be hurried on.

I request that you will give immediate attention to this matter.

The columns were ordered last year.

Respectfully,

M. C. MEIGS,
Captain of Engineers.

RICE, BAIRD & HEEBNER,
Philadelphia.

JULY 2, 1857.

DEAR SIR: I inclose a bill of marble for shafts, pedestals, bases, &c., of the outside columns of the Capitol extension, with a tracing of shaft, &c.

Also, a bill of marble for the arcades, of connecting corridors, including their ceilings and the floors of the porticoes.

The remarks in the bills will show you in what order we need this marble, and I must call your attention to the necessity of a vigorous prosecution of this work, that the building may not be delayed, and that your contract may be complied with.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

CHARLES HEEBNER,
Lee, Berkshire County, Massachusetts.

PHILADELPHIA, *August* 28, 1857.

DEAR SIR: Your letter of the 2d of July, containing bills of marble of the Capitol extension, came duly to hand. As you have said nothing about the price for the columns, we have deferred answering, with the expectation of hearing further from you on the subject. You are, of course, aware that we have no contract with government for furnishing the columns according to the bill you have sent, which we observe agrees with the specifications on which the original contract was based; but that portion of the old contract was nullified by the subsequent one. We are willing, however, to furnish the columns according to the bill, upon a fair and equitable arrangement as regard to the price. We are of opinion that less than three dollars and seventy-five cents per foot would not pay us at the advanced rate of wages, freight, &c., we have to pay above what we paid when the original contract was entered into, and we would be willing, and do now offer, to furnish them at that price, viz: $3 75 per cubic foot. The columns of the Girard College, erected in this city, were obtained from quarries situate in the same neighborhood as ours, at $4 per foot, at a time when labor and freight was at least 50 per cent. cheaper than at present. The price paid at the Patent Office was $3 20 per foot for an inferior marble to ours, having but 40 miles to freight them, whilst ours have over 600 miles.

We wish to have the matter settled before we proceed with this part of the work, and as our offer is so palpably just, we cannot doubt that you will immediately grant our request.

Yours, respectfully,

JOHN RICE,
For Rice, Baird & Heebner.

Captain M. C. MEIGS,
In charge Capitol Extension, &c.

AUGUST 31, 1857.

DEAR SIR: I inclose a copy of a letter received from Mr. John Rice, of your firm, in relation to the contract for marble, and request to be informed whether this is the action of Mr. Rice, or of the firm, and whether you agree with him in the position here taken.

An early answer is desirable, as there has been already a delay, which is a failure to supply the marble for columns, according to the terms of the contract.

Respectfully,

M. C. MEIGS,
Captain of Engineers.

Mr. CHARLES HEEBNER,
Of the firm of Rice, Baird & Heebner,
Contractors for marble, Capitol Extension.

LEE, *September* 2, 1857.

DEAR SIR: Your favor of 31st came duly to hand. I saw the letter, a copy of which you sent me. As the matter had been turned over to Mr. Rice to negotiate, I preferred to leave the whole matter to him, and so wrote him. I have avoided having any negotiating in the matter since placed in Mr. Rice's hands. I will abide his conclusion.

Yours, truly, CHAS. HEEBNER.

Capt. M. C. MEIGS,
Captain Engineers in charge U. S. Capitol and Post Office Extensions, Washington.

AUGUST 31, 1857.

DEAR SIR: I inclose a copy of a letter received from Mr. John Rice, of your firm, in relation to the contract for marble, and request to be informed whether this is the action of Mr. Rice or of the firm, and whether you agree with him in the position here taken.

An early answer is desirable, as there has been already a delay which is a failure to supply the marble for columns, according to the terms of the contract.

Respectfully,

M. C. MEIGS,
Captain of Engineers.

Mr. JOHN BAIRD,
Of the firm of Rice, Baird & Heebner, Contractors for marble, Capitol Extension.

PHILADELPHIA, *September* 4, 1857.

DEAR SIR: Yours of 31st ultimo was received, inclosing copy of letter August 28, from Mr. John Rice, for Rice, Baird & Heebner, in relation to the contract for furnishing marble for the Capitol extension, &c. You wish me to inform you whether said letter was the action of the firm. In reply, I can only say that I parted with my interest in said contract and quarries at Lee, Massachusetts, by transferring to John Rice and Charles Heebner, in the fall of 1853, my name still remaining to the contract. I, therefore, have no interest in said contract further than my liabilities for the completion of the same.

Early in the spring of 1854, you made a supplementary contract with Rice & Heebner, which I supposed at the time superseded the former contract, and from that time until the present I have had no knowledge of the business arrangements relating to said work, and I presumed the work was progressing in a satisfactory manner.

Your order of July 2, which Mr. Rice refers to in his letter, I had no knowledge of.

You will readily perceive the position I occupy, and as I have no participation in the management or profits to arise from said contract, I

do not wish to be placed in a position to make a loss; and should a question arise by which I should be placed under obligations to the government, I would respectfully request to have notice.

Yours truly,

JOHN BAIRD,
P. W. W. R. T.

Capt. M. C. MEIGS,
Captain of Engineers, U. S. Capitol Extension, &c.

SEPTEMBER 5, 1857.

DEAR SIR: Messrs. Rice, Baird & Heebner made a supplemental contract with the United States by which they undertook to furnish marble in larger beds and blocks, and to furnish as many monolithic column shafts as their quarry would produce; and all the rest in two blocks each, of which one was to be two thirds the whole length.

The old contract to remain in force, except where modified as to size and price of blocks by the new one.

They represented to me that the quarry would furnish the greater part of the column shafts in single blocks, and that certainly all the eastern porticoes would be single blocks.

Not wishing to tie them up to a certain number, in which, if by accident, they failed, they would lose their ten per cent. reservation, I wrote the contract as many in single blocks as the quarry would afford.

From that day they ought to have set aside such blocks as would answer, and it was understood that they would do so. They talked of a vessel they were about to build, or were about to buy, to carry the large shafts; but they have not quarried one column shaft yet, and thus have failed to deliver a number which the quarry could furnish.

They, for the last year, have informed me that they did not believe the quarry would enable them to furnish any monoliths, and, upon an inspection of it, I concluded that without great delay we could not get them according to the second contract. But they professed and wished to furnish two-thirds shafts. I did not regard these as making as good a job as either monoliths or four feet frusta, and the two-thirds shafts were only admitted into the contract originally in order to give them a place for such stones as they should be unfortunate in getting out.

I much prefer the frusta for the beauty of the building, and I sent, some two months since, a bill calling upon them to send the columns, some of which are much wanted, according to the terms of the original contract.

To this they make no answer for two months; do not send a block of stone for column shafts, and then write to me that they consider that the first contract is annulled by the second, and for that they demand nearly a double price.

I will not express my opinion of this conduct further than to say that it shows that I did wrong, in writing out a contract with them,

to trust anything to their verbal promises and undertakings, and that I ought to have specified as strictly the number of columns to be allowed in two-third blocks as though I was dealing with men who needed to be tied up in every item by a written instrument.

I presumed that their object is, to be permitted to send as many shafts in two-third lengths as they can conveniently quarry at the price—$1,100 for each shaft.

Believing, on inspection of the quarry and in Mr. Heebner's representation, that the second contract could not be complied with, I was willing to return to the old one; and that this can be properly done, with consent of both parties, I have no doubt.

I have not yet examined it to see whether the United States has the right to compel a return to it against their consent, of which consent I have no doubt.

I do not wish any controversy; but the United States has the right to withdraw the order for frusta; to order the columns partly in monoliths, partly in two thirds blocks, to judge of the number of these which they could have furnished, and thus of their fulfillment of their contract, and to purchase from other parties if they fail; annulling the contract and holding them and their sureties, of whom you are one, responsible for all loss or damages or delays caused by their failure.

Very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

JOHN BAIRD,
Philadelphia, Pa.

SEPTEMBER 2, 1857.

DEAR SIR: There is a dispute with the contractors for marble for the Capitol extension, which may make it proper to use Italian marble for the columns of the exterior porticoes.

There are 100 columns 24 feet 10 inches long, 2 feet 11⅞ inches upper diameter, 3 feet 3 inches lower diameter; to be in single blocks, weighing about twenty tons each.

Could you deliver these in Washington upon a wharf to be provided by the United States?

If so, how soon could it be done, how soon could the first cargo be delivered, and what would each shaft cost?

The cubic contents of each is about 262½ feet.

An early answer is desirable.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge.

OTTO FABBRICOTTI,
43 *New street, New York.*

NEW YORK, *September* 5, 1857.

DEAR SIR: Your esteemed favor of the 2d instant was duly received yesterday, and I made it the subject of my particular attention. The affair you propose to me being of a rather high importance, I think it is more convenient to have it discussed personally than by corresponding· Therefore I will leave for Washington Monday next, 7th instant, and call upon you the following day.

Meanwhile I remain, sir, yours, respectfully,

OTTO FABBRICOTTI.

M. C. MEIGS, Esq., *Washington.*

NEW YORK, *October* 19, 1857.

DEAR SIR: According to our intelligence, I wrote to my house in Italy concerning the hundred Carrara marble columns, and was answered by last steamer that they undertake to furnish them in Washington, D. C., at the wharf to be appointed by the government, within the epoch of two years, at the price of fifteen hundred dollars for every column in one whole shaft. In case it should be judged to have the columns in two or more pieces, then the price would be a great deal reduced.

I hasten to communicate to you the news, in order you may reflect on the subject, and decide accordingly. If you think my presence is required to understand each other better, notify me at once, and I will start immediately. This would be the proper and convenient time for me to charter the vessels, the freight being rather low.

In the expectancy of hearing from you soon, I remain yours, respectfully,

OTTO FABBRICOTTI.

M. C. MEIGS, Esq., *Washington.*

OCTOBER 21, 1857.

SIR: Your letter of 19th instant offering one hundred column shafts of Italian marble from the Carrara quarries, delivered in Washington at $1,500 each, within two years, is received.

It engages my attention, and I will give you a definite answer as soon as possible. In the mean time, accept my thanks for the promptness with which you have attended to this matter.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

OTTO FABBRICOTTI, Esq.,
New York.

SEPTEMBER 11, 1857.

GENTLEMEN: As our interview yesterday leaves me under the impression that you have agreed in your determination to hold the first

contract, so far as it relates to the columns, null, and as upon reading the contract I do not think that against your will I could enforce it, though with consent of both parties it might be still held as in force, it becomes necessary for me to advise you of the course I shall be compelled to pursue.

There can be no doubt that the supplemental contract is in full force; and though, from a belief that as you have not thus far complied with its provisions in regard to the columns it would now be impracticable for you to do so, I have been disposed to receive the blocks upon the terms of the first contract. I shall now be compelled to acknowledge that you have the right to decline recognizing this contract, and thus be compelled to withdraw the order for four-foot blocks, and to call upon you to supply the column shafts in single blocks except such as the quarry has not been capable of furnishing, and to deliver the remainder in two blocks, each one of which to form two thirds of the shaft. In short, to complete the delivery upon the terms of the supplemental contract.

I request an early answer to this letter, as there has already been too much delay; and the columns so long ordered are wanted immediately that they may be cut and ready to set up by the time the arcades of corridors are up.

I did suppose you would object to a delivery upon the terms of the first contract, believing that as the quarry was turning out, it was much to your advantage.

For the United States, I should much prefer carrying out the supplemental contract. I was very desirous of procuring the monolithic shafts, and am so yet. I shall return, therefore, to the second contract with pleasure, trusting that you will be able to deliver the shafts as promised when it was made.

Perhaps if your quarry fails, another may be opened in the neighborhood. Perhaps. Italian marble may be substituted. Mr. Heebner has lately delivered a number of about half the weight for the Post Office.

Very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

Messrs. RICE, BAIRD & HEEBNER,
Philadelphia, Pa.

PHILADELPHIA, *September* 17, 1857.

DEAR SIR: Your favor of the 11th instant is received and forwarded to Mr. Heebner, who will no doubt give it his immediate attention.

When he left me on his way home from Washington, he had concluded to send the blocks for the columns of the connecting corridors in accordance with your order of July 2; leaving the question of price open, so as not to delay the progress of the work.

Yours, respectfully,

JOHN RICE,
For RICE, BAIRD & HEEBNER.

Captain M. C. MEIGS,
In charge Capitol Extension, &c.

LEE, *September* 21, 1857.

DEAR SIR:

* * * * * * * *

By mail to-day I received copy of your letter in relation to columns from Mr. Rice. As I intend to be in Washington on Friday, we then can talk the matter over. I am quarrying the columns for connection in four pieces so as not to stop the work.

Yours, very truly,

CHAS. HEEBNER.

M. C. MEIGS, *Captain Engineers,*
In charge U. S. C. and P. Office Extension, Washington.

OCTOBER 21, 1857.

DEAR SIRS: Referring to former letters in regard to the column shafts for the Capitol extension, and the objections you made to furnishing them under the old contract, further reflection upon your arguments and upon the contracts have brought me to the conclusion that it is your duty and mine to carry out the second or supplementary contract, and that it annulled the old one, so far as the column shafts are concerned.

I, therefore, formally withdraw all orders for column shafts in small blocks, and call upon you to furnish the whole number in single shafts, except the small proportion which may properly be in two blocks each, one of which to be two thirds of the length of the shaft; and further, the shafts which, during the pendancy of this negotiation, may have been quarried or shipped by Mr. Heebner, from Lee, for the rear porticoes of the connecting corridors.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

MESSRS. RICE, BAIRD & HEEBNER,
Care of Mr. John Rice,
No. 90 *South Fourth Street, Philadelphia.*

PHILADELPHIA, *October* 23, 1857.

DEAR SIR: Your favor of 21st instant in regard to the column shafts for the Capitol extension is received. I will forward a copy of it to Mr. Heebner without delay.

* * * * * * * *

Yours, respectfully,

RICE, BAIRD & HEEBNER.
Per JOHN RICE.

Captain M. C. MEIGS,
In charge of Capitol Extension, &c.

PHILADELPHIA, *November* 3, 1857.

DEAR SIR: I expect a letter from Mr. Heebner to-morrow in relation to the columns, upon the receipt of which I will give you a definite proposal, which I hope will prove satisfactory. * * *

Very truly yours,

JOHN RICE.
For RICE, BAIRD & HEEBNER.

Captain M. C. MEIGS,
In charge of Capitol Extension, &c.

PHILADELPHIA, *November* 4, 1857.

DEAR SIR: In accordance with the promise made at our last interview in Washington city, we hereby propose to furnish, for the extension of the United States Capitol, one hundred columns in single shafts, delivered on the wharf at Washington, at seventeen hundred dollars ($1,700) each.

We also propose, and would prefer to furnish them from our quarry at Lee, Massachusetts, as follows: For each shaft in 6 pieces, at nine hundred dollars ($900) each; in 5 pieces, at nine hundred and fifty ($950) each; in 4 pieces, at one thousand dollars ($1,000) each.

Very truly yours,

RICE, BAIRD & HEEBNER.
Per JOHN RICE.

Captain M. C. MEIGS,
In charge of Capitol Extension, &c.

WASHINGTON, *November* 9, 1857.

SIRS: Your letter of 4th instant, making a proposition to furnish for the extension of the Capitol 100 columns in single blocks, delivered upon the wharf at Washington, at seventeen hundred dollars each, or to furnish the same columns from your quarry at Lee, Massachusetts, for each shaft in six pieces at nine hundred dollars each, in five pieces at nine hundred and fifty dollars each, in four pieces at one thousand dollars each, is received.

By referring to your contract of the 13th of March, 1854, you will see that you have contracted to deliver as many "monolithic shafts" as your quarry may prove capable of furnishing, at fourteen hundred dollars each, and the remainder of the whole number required for the exterior porticoes in two blocks each, one of which to form two thirds of the whole length of each shaft, at eleven hundred dollars for each shaft, thus delivered on the grounds of the extension of the United States Capitol.

It appears to me that it is hardly necessary to say that I have no authority to accept such a proposition as that contained in your letter above referred to.

You contracted to deliver monolithic shafts on the Capitol grounds for $1,400 each, and now propose to deliver them on the wharf at $1,700.

You contracted to deliver shafts in two pieces on the Capitol grounds

at $1,100, and now propose to be paid $1,000 for shafts in four pieces each, delivered on the wharf.

You have already received the bill of the columns to be delivered according to your contract, and upon the fulfillment of that contract it is my duty to insist.

If not apprised within a reasonable time, of arrangements on your part which will probably fulfill the contract, I shall expect to make such arrangements as will enable the government to procure the column shafts according to the contract from other parties.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge.

Messrs. RICE, BAIRD & HEEBNER,
Philadelphia, Pa.

DEAR SIR: Your favor of the 9th instant came to hand on the 13th.

I will come down to Washington on Wednesday, and will see if it is possible to make some arrangements in regard to the columns of the Capitol extension.

Very truly yours,

JOHN RICE,
For RICE, BAIRD & HEEBNER.

Capt. M. C. MEIGS,
In charge of Capitol Extension.

OCTOBER 21, 1857.

DEAR SIR: I have ascertained that I can get the column shafts for for Capitol extension, one hundred in number, delivered within two years from the quarries of Carraca, in Italy, in single blocks, at $1,500 each, delivered in Washington, at the wharf to be designated.

Now, if I can get them, they can be furnished in this way and charged against your contract. I think that this will relieve you from the disability under which I am sure you labor of fulfilling this part of your second contract, at a loss which is only the cost of hauling from the wharf to the Capitol the shafts.

This is so insignificant a loss that, in comparison with the loss to be suffered of the ten per cent., in case you fail to fulfill the contract for monolithic shafts, I think you cannot do better than either to consent to the United States making the endeavor to procure the shafts in this way, or take the matter into your own hands and furnish them from the same place, which I should prefer.

I have notified Mr. Rice (Rice, Baird, and Heebner, Philadelphia) that I am convinced that he can support himself in his position that the old contract is annulled by the new one, so far as the shafts are concerned.

I have withdrawn the orders given under a wrong construction, and to which I objected, for column blocks in short lengths, and I have sent the firm the order for the shafts in single blocks, according to the supplemental contract.

I address myself to you because I believe you understand the matter better than Mr. Rice, and because he has informed me that the negotiation was transferred to you and that you would write to me on the subject, which I think you have failed to do.

Consider this matter and let me know your opinion at once. I believe it is for your advantage, and for that of the United States, to look to Italy for the shafts. This is to be a favorable time for freights and advantage should be taken of it.

Fabbricotti offers distinctly to deliver the one hundred shafts in two years, at $1,500 each. I wish to answer him.

I believe that you know that I do not wish to do anything which can be prejudicial to the interests either of the United States or yourselves, and that when I advise the adoption of this course it is because I believe it to be the best for both parties to the contract.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

CHARLES HEEBNER,
Lee, Massachusetts.

LEE, *October* 26, 1857.

DEAR SIR: Your favors of 21st and 22d came duly to hand. With reference to the columns, I will be in Washington on Friday, will see Mr. Rice on my way down, and will be prepared to arrange the whole matter. We will be able to get at things better by talking it over than by writing.

Yours, very truly,

CHAS. HEEBNER.

M. C. MEIGS, *Capt. Engineers,*
In charge U. S. Capitol and P. O. Extens., Washington.

NEW YORK, *January* 16, 1858.

SIR: I propose to furnish and deliver to you, for the government of the United States for the Capitol extension, one hundred columns of the dimension and quality of marble mentioned in your letter, at fifteen hundred dollars each, without duty, delivered from time to time, but all to be shipped at Leghorn within thirty months from the signing of the contract. The voyage from Leghorn takes usually sixty days. In two pieces, I will furnish the columns at $1,300 each, and deliver them all within two years at Washington.

If the government will furnish ships to transport the columns, the price can be largely reduced. I will deliver them at Leghorn or Spezzia for eleven hundred dollars each. In two pieces at one thousand dollars a column at Leghorn or Spezzia. It is probable that the columns can be delivered in less time, and I shall do all in my power to hasten the delivery. If circumstances are favorable, I believe much time may be saved; but in fixing the period of thirty months for single blocks, and twenty-four months for double blocks, I have named the longest time;

for I do not wish to make an engagement with you that unfavorable circumstances might prevent me from performing.

Very respectfully,

OTTO FABBRICOTTI.

Captain MONTGOMERY C. MEIGS,
U. S. Engineers, Superintendent of Capitol Extension.

APRIL 6, 1858.

DEAR SIR: It is known to you that the firm of Rice, Baird & Heebner, have, through a correspondence carried on on their part by Mr. Rice, refused to supply the columns for the Capitol extension portico of the sizes ordered under the contract of 30th March, 1855.

I have to ask you whether, as a member of the firm or as an importer of and dealer in marble, you have any mode to suggest of supplying these columns in blocks, as specified in the contract.

I am offered by parties in New York monolithic columns of Italian marble, and it is necessary that the whole matter be shortly laid before the Secretary of War for his decision.

Awaiting an early answer, I remain, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

CHARLES HEEBNER,
Lee, Massachusetts.

PHILADELPHIA, *April* 13, 1858.

DEAR SIR: Your letter of 6th instant is received, asking if I have any mode to suggest for supplying the columns for exterior of Capitol extension in blocks, as specified in the contract of Rice, Baird & Heebner, of the 30th March, 1854.

If you decide to use Italian marble, I will deliver them of that material in one piece on the dock at Washington for $1,490, say, fourteen hundred and ninety dollars for each column. Time of delivery, from twenty to twenty-four months from date of order.

Yours, truly,

CHARLES HEEBNER.

M. C. MEIGS,
Captain Engineers in charge U. S. Capitol and Post Office Extensions.

No. 276 SOUTH THIRD STREET.
Philadelphia, April 16, 1858.

DEAR SIR: Will you please allow us to withdraw our proposal of November 4, 1857, for the columns of the Capitol extension, and oblige, yours respectfully,

RICE, BAIRD & HEEBNER,
Per JOHN RICE,
CHAS. HEEBNER.

Captain M. C. MEIGS,
In charge of Capitol Extension.

APRIL 17, 1858.

DEAR SIRS: I have this day received your letter withdrawing the proposal for columns for the Capitol extension, made November, 1857.

I have, also, to-day reported to the Secretary of War upon the subject of your failure to deliver the column shafts, as provided by your contract.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge U. S. Capitol Extension.

RICE, BAIRD & HEEBNER,
Philadelphia, Pa.

HOUSE OF REPRESENTATIVES, U. S.,
Washington, April 14, 1858.

DEAR SIR: Mr. John Rice, of Philadelphia, is desirous of offering to supply the marble caps of the Capitol extension building, and I respectfully suggest that your decision may be delayed for a few days in order to give him the opportunity.

Very respectfully, yours,

HENRY M. PHILLIPS.

Hon. JOHN B. FLOYD,
Secretary of War.

The above letter was referred to Captain Meigs for report.

APRIL 17, 1858.

SIR: I return the letter of Hon. H. M. Phillips, informing you that Mr. John Rice is desirous of making an offer to supply the marble caps of the Capitol extension, and desiring you to suspend your decision for a few days.

Mr. John Rice is one of the firm of Rice, Baird & Heebner, who have a contract for supplying all the marble for the exterior of the Capitol extension. They have already supplied all, or nearly all of the marble for the capitals of the columns, and are bound by their contract of March 30, 1854, (on file in the proper department, and printed in Executive document No. 139, 34th Congress, first session, at page 115,) "to deliver for the 100 (one hundred) columns of the exterior porticoes as many monolithic shaft as their quarry may prove capable of furnishing, and the remainder of the whole number required in two blocks each, one of which to form two thirds of the whole length of each shaft."

The price to be paid is "at the rate of fourteen hundred dollars for each monolithic column shaft for the exterior porticoes, and eleven hundred dollars for each shaft delivered in two pieces, as above specified."

It was understood, when this contract was negotiated, that the quarry would furnish nearly the whole of the one hundred shafts in single blocks, and it was agreed to receive a few in two pieces of two

thirds and one third the length of the shaft, in order to provide for those which, after considerable expense, might meet with some accident reducing their length, and the entire rejection of which would cause great loss to the contractors. It was intended to place these less beautiful shafts in the retired porticos and less conspicuous situations.

Though repeatedly urged, Messrs. Rice, Baird & Heebner have failed to deliver a single column shaft in accordance with their contract.

I have had long correspondence and much discussion with them, which it would be tedious, and useless perhaps, to go over again.

Finding that there was no prospect of their being able to furnish shafts from their quarry, or from any other in the United States, in a reasonable time or of suitable material, I addressed myself to other dealers to supply the shafts according to the contract. The only offers which I have received, are as follows:

One from Mr. Fabbricotti, of New York, an extensive dealer in Italian marble, offering to furnish the shafts in accordance with the terms of the contract, but delivered upon the dock, at fifteen hundred dollars each shaft; and one from Mr. Charles Heebner, on the same conditions, at fourteen hundred and ninety dollars each.

The cost of hauling them from the dock would not exceed twenty dollars each, making the cost of the shafts by Mr. Fabbricotti's offer, delivered at the Capitol extension, fifteen hundred and twenty dollars each; by Mr. Heebner's offer, fifteen hundred and ten dollars each. The one hundred shafts, delivered in two years, would thus cost $151,000

By the contract of Rice, Baird & Heebner, if all delivered in single blocks, they would cost 140,000

Difference 11,000

There is a sum of $15,000 reserved from the payments made under the contract, as security for its faithful completion, and which is forfeited upon any failure to fulfill the contract. This would cover the loss to the United States caused by their failure.

Under all the circumstances, believing that either Mr. Fabbricotti or Mr. Heebner would fulfill the engagement he offers, I am of opinion that it will be proper to order the shafts of Italian marble; and as Mr. Heebner is one of the parties in the firm of Rice, Baird & Heebner, and liable to the loss of his share of the $15,000 reserved ten per cent. on the contract by this failure of their quarry, I think it would be proper to give him the order.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

WASHINGTON, D. C., *May* 1, 1858.

SIR: I herewith send you a proposal for the columns of the Capitol extension, and I desire to accompany the same with the following brief

explanation of the state of the contract for marble I have heretofore had with government, and in which I was the principal:

In the original contract, I was connected with Mr. John Baird, whose interest was subsequently bought out; Mr. Charles Heebner and Mr. Matthew Baird were securities, but at the suggestion of the Attorney General their names were entered in the contract as principals. This will be seen by the original offer which was accepted, and which is now on the files in the Capitol Extension Office.

After the contract was made I entered into a private agreement with Mr. Heebner as a partner. This explains my relation to the works of the Capitol. The first contract provides for the columns in six blocks for each shaft, the said contract being printed in Executive Document No. 52, 1st session 32d Congres.

This contract was annulled by a supplementary one made with Capt. Meigs, March 30, 1854, which provides for delivering 100 columns for the exterior porticoes in "*as many monolithic shafts as the quarry may prove capable of furnishing, and the remainder of the whole number required in two blocks each, one of which to form two-thirds of the whole length of each shaft;*" those in monolithic shafts to be $1,400 per piece, and those in two blocks at $1,100.

It having been developed by the subsequent working of the quarries that it would not be possible to obtain any monolithic shafts, and that it is very doubtful that the columns could even be furnished in two pieces without delaying the work for many years, Capt. Meigs having been satisfied of this fact by several visits to the quarry, he proceeded to nulify that portion of the contract which related to the columns. There is, therefore, according to his decision, no contract now existing for any of the said exterior columns. We are still, however, held responsible by him for all that those columns may cost over the $1,400 per piece; and he has signified his intention to charge up to our account all that he may have to give over and above that sum. This has induced me to offer to furnish the Italian marble at the same price, viz., $1,400 per piece in single blocks, although that sum is much lower than they could be got for under other circumstances.

In offering to furnish them of American marble, I have named four blocks for each shaft, as I know by experience that the work would be greatly delayed if they are required in larger pieces. They are perfectly manageable in four pieces, but in the present state of marble quarries in America it would not be safe to attempt to obtain these shafts in a less number of blocks.

I believe it is conceded by architects that columns with a few joints in them, if properly made, afford a variety in the shafts that enhance the beauty, and in view of the very superior workmanship in the Capitol, it can scarcely be doubted that the columns would look far better in four pieces than in one; I am, however, ready to furnish them in single shafts of Italian marble, at $1,400, if it is desired.

I am, sir, with great respect, your obedient servant,

JOHN RICE.

Hon. JOHN B. FLOYD,
Secretary of War.

Copy of proposal.

WASHINGTON, D. C., *May* 1, 1858.

SIR: I hereby offer to furnish the 100 column shafts required for the extension of the United States Capitol, each shaft to be in a single block of Italian marble, delivered on the wharf at Washington, at $1,400 per piece, or, should it be decided to make these columns in four blocks for each shaft of American marble, I will deliver the same as above, at $1,050 for each column.

I am, sir, with great respect, your obedient servant,

JOHN RICE.

Hon. J. B. FLOYD,
Secretary of War.

The above letter and proposal were referred to Capt. Meigs for report.

MAY 10, 1858.

SIR: I return the letter and offer of Mr. John Rice, proposing to deliver one hundred columns of Italian marble, in monolithic shafts, for the Capitol extension, and explaining his connection with the contracts of the Capitol extension.

These letters were referred to me for a report.

Mr. Rice is mistaken in saying that I have nullified that portion of the contract of Rice, Baird & Heebner, of 30th March, 1854, which relates to the column shafts.

Of my last letters to Mr. Rice, in reference to the column shafts, I inclose copies, by which it will be seen that I have called upon him to furnish the shafts under and according to his contract.

He has failed to do so, and I have informed him that the delivery of the shafts at the Capitol, of Italian marble, would be considered by me as a fulfillment of the contract.

This he declined very positively, objecting to foreign marble being used in the columns.

This contract now stands in full force.

Mr. Rice's present offer appears to be an individual offer from Mr. Rice, not from the firm of which he is a member.

If Messrs. Rice & Heebner will deliver the columns under their contract, at the Capitol, there will be no difficulty; they now differ only fifty dollars a shaft from each other, and differ from their contract in offering to deliver upon the wharf, instead of at the Capitol grounds.

Mr. Heebner has a business connection with the Italian marble quarries, which gives me confidence that if he undertakes to deliver these shafts, he will fulfill his engagement. He has delivered those for the Post Office.

Mr. Fabbricotti, from what I hear, I think will also be able to do it.

Mr. Rice, so far as I know, has no such connection, and no particular facilities for importing these columns.

I advise that Mr. Rice be requested to consult with Mr. Heebner,

in the former contract; and it should be remarked that every cargo of small stuff we have delivered makes the accumulation of refuse material in getting out the columns to be left on our hands so much greater.

Besides, we are getting every day deeper in our quarry, which makes the material far more difficult to get out; and further, it must be considered that columns in four blocks have the allowance for working three joints to provide for, while columns in two blocks have but one joint. This makes the columns in four pieces to contain, in the rough, about eight cubic feet more than the column in two pieces. We have to give a surplus of at least two inches for working each joint.

Secondly. The price awarded to us for the columns in two pieces was entirely too low, as we were pressed down in the contract to the lowest possible figure; so low that we never could have furnished them for the money.

Thirdly. The price at which I have offered to furnish the columns in four blocks each is far below what any similar columns have heretofore been furnished for, while, at the same time, the material is far superior to any ever used for exterior architecture.

The columns of the Patent Office, which are a cheap, coarse crystal limestone, bearing but 8,057 pounds on the square inch, (while our marble bears 22,702 pounds,) were brought from Baltimore county, at a cost of three dollars and sixty cents per foot, as the public records show, and these columns are in many pieces each. The columns of the Girard College, which are in eight to ten pieces each column, came from the neighborhood of our quarries, and are of far inferior materials, both in appearance and strength, and they cost at the rate of four dollars per cubic foot.

The columns of the Post Office extension in Washington, which came from Italy, cost above ten dollars per cubic foot in the rough, while the price at which I offer to furnish those at the Capitol, in four pieces each, averages but about three dollars and twenty cents per foot. It is, therefore, very evident that my offer is far below what any similar stone has heretofore been furnished for; and that the price, in view of our former offer, and the natural changes which have taken place in our quarry by its increased depth, and also the vast quantity of useless material that must necessarily be produced in obtaining these columns at the present state of the work; I say that, in view of these things, the price is extremely low, and will add that it is quite as low as these columns can possibly be furnished for, if the contract is now made; and, if it is not now made, it must be evident to you the longer it is put off the more costly it will be, for the reasons before stated.

I trust that this explanation will remove from your mind the idea that the price at which I offer to furnish these columns is too high, and that, in view of these circumstances, it is quite in conformity with the prices of former contracts.

I have the honor to be, with great respect, your obedient servant,

JOHN RICE.

Hon. J. B. FLOYD,
Secretary of War.

The above letter was referred to Captain Meigs for report.

WASHINGTON, *September* 18, 1858.

SIR: I have to acknowledge the receipt of the letter of Mr. John Rice, of the 20th ultimo, referred to me from the department.

In this letter, Mr. Rice explains that, in his opinion, his offer to deliver the column shafts of the Capitol extension at $1,100 each, in six pieces, is a reasonable one.

As you have determined not to accept this offer, which I think is plainly forbidden by the law of 1852, as not being a fulfillment of the contract of Messrs. Rice & Heebner, I have merely to acknowledge the reference.

I hope that the advertisement which you have ordered will bring offers for the columns, if obliged to accept them in pieces, at a cheaper rate.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

Hon. JOHN B. FLOYD.
Secretary of War.

WAR DEPARTMENT,
Washington, August 27, 1858.

SIR: You will visit the marble quarries which may, in your opinion, be likely to supply materials for the columns of the extension of the Capitol, returning to this city and reporting the result with as little delay as possible.

Very respectfully, your obedient servant,

W. R. DRINKARD,
Acting Secretary of War.

Captain M. C. MEIGS,
United States Engineers, Washington.

BALTIMORE, *September* 9, 1858.

DEAR SIR: My agent at Danby writes me that two gentlemen visited my quarry on Friday last, and examined it very particularly. On my way to the quarry, some days before, I visited Mr. Heebner's quarry, expecting he would go with me to Danby; he declined, but said he would visit it with you. I take it for granted that you were one of the persons referred to. I regret I was not with you to explain my views on the spot. I have had much experience in quarries—more, I think, than Mr. Heebner. I feel some confidence in my opinion on the subject. As far as composition goes, my marble cannot be beaten; in structure it is better suited for a building material than the Rutland or the Dorset. When I speak of structure I leave out of view the shakes (to which I will presently refer) that appear in several of the strata or sheets. To use a familiar term with quarry men, the Rutland marble is without sap, and takes the weather; the crystals are too fine to give it richness.

The white strata in these quarries are so limited, compared with the green, that the supply of the former does not equal the demand, at a very high price, for ornamental work. To get your columns from these quarries is out of the question. The green stripe pervades all the strata except, I believe, two, and the stripe is too frequent and defined, unfitting the strata for monument or building work.

The Dorset marble (McDonald's) is generally white, with an occasional blue lamina. Its particles must be flaxseed shaped, because you can separate a block very nicely with the bed way, but to cut it across the bed requires the holes to be put near together; and to insure a good cut, they must, like the Pennsylvania marbles, be bored through the block. In consequence, it is difficult for the stonecutter to work the edge without spawling down. This stone is somewhat larger in the crystal than the Danby.

The Danby marble separates more easily across the bed than with the bed. I mean a block taken from any one of the white strata. You cannot separate such a block the bed way (if it be a sound one) with any certainty. The side and edge of the white strata work and look alike. The striped strata is liked very much in Baltimore for steps. In sawing, a white space is selected, and the blue stripe on the edge, being more diffused than the green of the Rutland, is not objectionable.

Parts of the strata in my quarry at present have a fault: they are shaky. This is accidental, and, as you may have noticed, the north end of the strata are much less shaky than the south; so also do they improve as you go westward into the mountain. I notice particularly, that on the north side of a dry or crack that appears in some of the strata, the stone is much less shaky than on the south side of the dry; and if I could find a dry or crack running north and south parallel with the front channel, I feel assured that west of that dry the stone would not be shaky.

You may have observed that at the south end of my quarry there is a depression in the mountain side, which made there a watercourse. There is also at this point, running east and west, a decided vertical fissure or break through all the strata, made by an earthquake, by which the water from the quarry makes its escape. You may have observed that the south and east of my quarry lay exposed to the sun, perhaps for ages. Water and roots of trees have penetrated the fissures. During extreme changes of temperature the different strata have felt the influence. The rock, being tenacious, would not easily break, hence the shakes.

It has been ascertained by geologists that the extremes of temperature in the latitude of Vermont reaches a distance of thirty feet from the surface of the earth; possibly where an earthquake rent is well developed it may reach further.

I hope you may have noticed in the southwest or back part of Mr. Kelly's quarry, immediately above mine, that he is quarrying out the remaining portions of strata Nos. 5 and 6, and at that point the distance must be about thirty feet from the original surface of the mountain. The stone he is getting out (except earthquake rents and cracks) is perfectly solid, very hard, and clear of shakes. In my quarry, stra-

tum No. 3, (white,) at the south end, and also east at the channel, was very shaky. It improved as I progressed, and the part now left, in the northwest corner, is solid enough for any purpose.

Mr. Kelly's quarry is bounded north and south by vertical basaltic rock veins, about two and a half to three feet thick, and running east and west. I believe when those basaltic rocks were thrown up the whole mass of the strata in my quarry was raised up on the north, and caused the present rent at the south end of the quarry.

When I selected my quarry I had the choice of two parts of the undivided whole. I chose the north and south lots, and Mr. Kelly's is the space between. I preferred opening where I did because I saw a blast put into one of the strata, and traced the rent for fifty or sixty feet, running in an oblique direction, showing to me that the rock at that place was clear of cracks or dries, and that I would be able to quarry with precision and certainty, and would get large sized stone. The accidental shakes, I believed, would soon disappear as I progressed. In short, I believe that stratum No. 7, north of the dry which appears forty or fifty feet from the north end, will yield solid stuff thick enough for your columns; and all the strata north and west of the present block of No. 3, which is quarried out, will be solid, and that Mr. Heebner will, with his present force of eighty hands, be able to uncover, by this time next year, a sufficient quantity of solid white marble for all your columns; that he will be able to sell nearly all the stone he removes in preparing for the columns; that strata Nos. 8 and 9, not yet developed, except from observation at the outcrop, will be available on the present ground for columns.

I only received Mr. Panten's letter this day, and hasten to write. Had I allowed myself more time, I would have arranged my argument better.

Very respectfully,

THOMAS SYMINGTON.

Captain M. C. MEIGS,
Engineer in charge U. S. Capitol Extension.

LEE, *September* 11, 1856.

DEAR SIR: I understand that government intends to make the columns for the United States Capitol extension in pieces; was so informed by honorable J. B. Floyd, Secretary of War, last Wednesday, when in Washington.

On the 30th of March, 1854, the firm of Rice, Baird, & Heebner, entered into contract with you to deliver the columns for the Capitol extension, in one piece, from our quarry, at Lee. Some two years ago, I expressed my fears to you that the quarry would not produce columns in single pieces, and at same time commenced negotiations for them in three or four pieces. Mr. Rice wrote to me about the same time, and wished me to stop negotiating. I at once handed the whole matter over to him; since then he has done the negotiating, and I understand for his own account.

My object in this letter, is to have the assurance of government that my interest shall not be affected in regard to the back money in the hands of the government, and that the securities to the contract shall not be troubled, if the above contract is not carried out.

I offered to government to deliver the columns of Italian marble, in accordance with the above contract in every respect, for the firm, or on my own account. Now, it cannot be said I offered an inferior material. You can visit any marble shop in the country, and you will find nine-tenths of the mantel-pieces and monumental work made of the same material.

The delivery of the columns of Italian marble would be at a much greater cost to me, but I prefer losing money in faithfully fulfilling our contract with government, than to forfeit it by non-fulfillment of contract, and that after I offered everything that could be asked for.

I have given this contract my undivided attention, and at all times have done everything in my power to forward the work, which I hope you will do me the justice to say. Please let me hear from you.

Yours, very truly,

CHARLES HEEBNER.

M. C. MEIGS, *Captain Engineers,*
In charge U. S. Capitol Extension, Washington, D. C.

P. S. I mislaid the copy of my letter to the Secretary in relation to the columns, will you send me a copy? I want to bring the whole matter up by correspondence. Answer my letter, and have it written plain.

SEPTEMBER 25, 1858.

SIR: Mr. Charles Heebner writes to me that he has mislaid his copy of his offer to furnish Italian marble columns for the particoes of the Capitol extension. He asks me for a copy.

I inclose a copy to the department, to be forwarded to him if you think proper to grant his request.

Respectfully, your obedient servant,

M. C. MEIGS,
Capt. of Engineers, in charge of U. S. Capitol Extension.

Hon. J. B. FLOYD,
Secretary of War.

Send it. J. B. F.

September 25, 1858.

DEAR SIR: In compliance with your request of the 11th instant, I inclose a copy of your letter to the Secretary of War, offering Italian

marble columns to the Secretary, that he may forward it to you if he thinks proper.

The Secretary, from some opinion I have lately heard him express, might not approve of my sending it without his action in the premises.

Respectfully, your obedient servant.

M. C. MEIGS,
Capt. Engineers, in charge of Capitol Extension.

CHARLES HEEBNER, Esq.,
Lee, Berkshire County, Massachusetts.

September 30, 1858.

DEAR SIR: The Secretary of War having authorized it, I inclose a copy of your letter to him, dated May 22, 1858, offering to furnish Italian marble columns under your contract for marble for the Capitol extension.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

CHARLES HEEBNER,
Lee, Berkshire County, Massachusetts.

WASHINGTON, *September* 18, 1858.

SIR: On the 27th ultimo I received orders from the department to visit the marble quarries which, in my opinion, might be likely to supply material for the columns of the extension of the Capitol, and returning to this city, to report the result with as little delay as possible.

I have visited and examined quarries in Montgomery county, Pennsylvania; in Massachusetts, and in Vermont; near Barren Hill, Pennsylvania; Lee and Stockbridge, Massachusetts; and Dorset, Danby, Rutland, and Burlington, Vermont.

The result of this examination is the opinion that the quickest and best mode of procuring the shafts for the porticoes is to accept the offer of Mr. Charles Heebner, of the firm of Rice, Baird & Heebner, to deliver them in single blocks, in accordance with the terms of their contract of 30th March, 1854, substituting marble from the quarries of Carrara for that which they contracted to deliver, and which they assert, and I believe, their quarry at Lee is not capable of furnishing.

In this opinion, communicated in an interview at the department, you did not concur, but directed me to prepare an advertisement for proposals for delivering the column shafts either in single blocks or in pieces not less than four feet in length, according to specifications of former contracts, to be of marble similar in chemical composition, grain, and color, to the Lee marble, which, after careful examination and test, was adopted for and has been used in the exterior facings of the Capitol extension.

I have the honer to submit a draft of an advertisement for this purpose.

The law requires it to be published for sixty days before making contracts; and, if approved, I respectfully request a list of the papers in which it shquld be published.

The marble district extends from Maryland to Vermont. Upon the selection of a good material for the columns will depend the beauty and duration of this building, costing millions of dollars; and no contract should be made without the fullest opportunity for search for the material, and for competition between those who may know of deposits of marble which they may believe to be capable of supplying blocks of sufficient size and suitable quality. The advertisement should therefore be extensively published throughout the marble district.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,

Captain of Engineers in charge of Capitol Extension.

Hon. JOHN B. FLOYD,

Secretary of War.

U. S. CAPITOL EXTENSION AND WASHINGTON AQUEDUCT OFFICE,

Washington September —, 1858.

Sealed proposals will be received at this office until the — day of November next, at noon, for furnishing on the grounds of the extension of the Capitol, one hundred shafts for the columns of the exterior porticoes of that building.

The dimensions are as follows:

One hundred shafts, including the upper torus of the base: each shaft to be twenty-five feet, two and one eighth inches in height from the bottom of said torus to the top of the upper astragal.

The diameter of the torus or bottom piece of shaft to be three feet seven and five eighths inches; the diameter of the shaft above the base to be three feet, and at the neck below the capitol, two feet, six and one eighth inches; and the diameter of the upper astragal to be two feet eleven and seven eighths inches. These are the net dimensions of the work when finished.

All the blocks to be scabbed round to dimensions, and to be free from all defects which would make blemishes in the finished columns.

The above shafts to be of white American marble, similar in color, grain, and composition to that used in the exterior of the Capitol extension, which comes from near Lee, Massachusetts.

Every proposal should be accompanied with a block at least one cubic foot in size, as a specimen of the marble offered. This specimen will be submitted to the proper chemical and mechanical tests before being accepted for the work.

The proposals should state the time within which the marble will be delivered, and should be accompanied by a written guarantee, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bids be accepted, enter into an obligation within ten days, with good and sufficient secu-

rities, for the completion of the work undertaken; said guarantee to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government, or individual known to the engineer or Department of War, that the guarantors are able to make good their guarantee.

The United States reserves the right to reject any or all bids not deemed advantageous, and to make other arrangements for procuring the marble.

Proposals will be received for furnishing the shafts either in single blocks, or in blocks of not less than four feet in length, and the number of shafts offered in single blocks, or in pieces respectively, should be stated.

Proposals will be opened in this office at noon, of the — November next, in the presence of bidders who may choose to be present.

By order of the Secretary of War.

M. C. MEIGS.
Captain of Engineers in charge U. S. Capitol Extension.

Form of Guarantee.

To Captoin M. C. Meigs, United States Engineers:

We, the undersigned, residents of ———, in the State of ———, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties, to perform the work, or furnish the articles proposed, in conformity to the terms of the advertisement under which it was made. And, in case the said ——— shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said ——— and the next lowest bidder.

A. B.
C. D.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantees are good and sufficient.

E. F.

WAR DEPARTMENT, *September* 27, 1858.

Let the advertisement be sent out.

J. B. F.

The advertisement was accordingly published in various papers designated by the department; the 4th day of December, at noon, having been fixed as the time until which proposals would be received.

to buildings as ours; and had the porticoes of the Panthenon been built at Washington, their ruins would by this time have disappeared.

They are now in ruins even in the climate of Greece, and yet the area of the base of one of these columns is more than four times as great as that of a column of the Capitol extension.

The offer of the contractors, Messrs. Rice & Heebner, to complete their contract of 30th March, 1854, by supplying, at their contract price, monolithic shafts of Italian marble, instead of the Lee marble, which their quarry does not afford, appears to me to be the only offer yet received which should be accepted.

Considerations of economy involved in the speedy completion of the building so desirable for the convenience of Congress, and the stopping of the heavy expenditures, which must continue so long as the building is under construction, recommend this offer as the most advantageous to the United States.

The greater beauty and durability of monolithic shafts induced Congress, by a unanimous vote, to authorize this contract. The building is built in the most substantial and durable manner thus far; and as its constructor, I confess to a strong desire that its porticoes should not be built in an inferior manner, nor of an inferior material.

I send, herewith, a letter from Messrs. Rice, Heebner & Baird, contractors for marble for the exterior of the Capitol extension, which was handed to me as I completed the public reading of the proposals, and in which, as contractors, they enter a protest against the award to any other person of the supply of marble for the columns.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

Since the above report was written, Henry G. Beach's reply to my letter of the 6th instant, has been received, and accompanies this communication.

Very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

NEW HAVEN, CONNECTICUT,
December 1, 1858.

DEAR SIR: I contemplated offering bids to furnish marble blocks for columns for the exterior porticoes of the Capitol extension, and each block to make one column. The specimen block was placed in the hands of a workman to dress down to size, but owing to carelessness on his part it was broken too small to answer your proposals. The occurrence is one of disappointment and regret, as the quarry is nearly one hundred miles from here, and as the bids are all to be in time for the 4th instant, and am therefore obliged to withhold my bid, owing to the accident referred to.

I beg leave to be informed if further time should be allowed for parties to present bids in order to send you a block of marble.

I am, dear sir, yours most respectfully,

WILSON H. CLARK.

Captain M. C. MEIGS,
Captain of Engineers.

BALTIMORE, *November* 29, 1858.

I offer to furnish for the United States Capitol extension, one hundred marble column shafts, and deliver them on the Capitol grounds in Washington city, in such shape and within the time that may be agreed upon.

I propose to furnish from my quarry at Danby, Vermont, (see sample A,) within three years from June 1, 1859, 100 column shafts, in blocks not less than three feet high, with the natural bed of the stone horizontal.

For each shaft	$700
100 shafts, each in two pieces, for each shaft	1,000
20 or more shafts, in monolith, the lower end of each jointing above the fillet of the base, thus,* for each one	1,400

I propose to furnish 100 shafts of Baltimore county marble, (see sample B,) within three years from the 1st day of June, 1859, as follows:

100 shafts in blocks not less than four feet high, for each shaft	$650
For every shaft in two pieces, and not less than twenty shafts	900
For every monolith, and not less than twenty	1,300
For every monolith, and not less than twenty, with lower end jointing above the fillet	1,100

Payment to be made monthly for all that may be delivered in Washington and approved of.

THOMAS SYMINGTON.

Captain M. C. MEIGS,
In charge of the United States Capitol Extension.

REMARKS.

It is probable that many more of the shafts than the number above stated can be furnished in monoliths, as also many more of those in two pieces. It is probable the whole number of columns may be furnished in two years.

The column shafts at the Patent Office wings are each in nine pieces, and were furnished by the bidder.

We, the undersigned, residents of Baltimore, in the State of Maryland, hereby jointly and severally covenant with the United States, and guaranty, in case the foregoing bid of Thomas Symington be ac-

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* For design see original.

cepted, that he will, within ten days after the acceptance of the said bid, execute the contract for the same with good and sufficient sureties, to furnish the articles proposed in conformity to the terms of the advertisement, under which it was made. And in case the said Thomas Symington shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said Thomas Symington, and the next lowest bidder.

JOHN W. MAXWELL.
JOHN MAXWELL.

I hereby certify, that to the best of my knowledge and belief, the above named guarantors are good and sufficient.

JOHN THOMAS MASON,
Collector Port of Baltimore.

Captain M. C. MEIGS,
United States Engineers.

No. 128 CHAMBERS STREET, NEW YORK,
December 1, 1858.

SIR: We propose to furnish the marble for the columns of the exterior porticoes of the Capitol extension out of marble from our quarries at Tuckahoe and Searsdale, Eastchester, as per specimens accompanying this proposal.

We will agree to furnish the one hundred columns in blocks of four to six feet in length, in two years from this date, or say at rate of fifty columns per year.

Our estimate for the marble out of the Tuckahoe quarries, "specimen marked No. 1," will be three dollars ($3) per cubic foot, and from the Searsdale quarry, "specimen marked No. 2," will be two dollars and seventy-five cents per cubic foot, ($2 75,) delivered on the grounds of the Capitol extension, and scrabbled to dimensions.

ALEXANDER MAXWELL & CO.

Captain M. C. MEIGS,
United States Engineers.

We the undersigned residents of the city of New York, in the State of New York, hereby jointly and severally covenant with the United States, and guaranty, in the case the foregoing bid of Alexander Maxwell & Co. be accepted, that we will within ten days after the acceptance of said bid, execute the contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed, in conformity with the terms of the advertisement under which it was made. And in case the said Alexander Maxwell & Co. shall fail to enter into contract as aforesaid, we guaranty to make good the

difference between the offer by the said Alexander Maxwell & Co., and the next lowest bidder.

WM. McARTHUR,
M. PEMMAN.

In presence of—
BENJAMIN GILBRATH.

I hereby certify, that to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

The several subscribers to the above obligation being severally duly sworn, each for himself, says that he is a citizen of the United States, and a resident and householder within the city and county of New York, and is worth the sum of $20,000 over and above all his debts and liabilities, and property exempt from execution.

WM. McARTHUR,
M. PEMMAN.

Sworn to by all the deponents before me, this 1st day of December, 1858.

L. PITKIN,
Commissioner of Deeds.

CITY AND COUNTY OF NEW YORK, *ss:*

I certify, that on this 1st day of December, 1858, William McArthur and Marion Pemman, above-named, to me known to be the same persons described in, and who executed the foregoing instrument, personally appeared before me, and acknowledged that they executed the above instrument as their own free act, for the uses and purposes therein mentioned.

L. PITKIN,
Commissioner of Deeds.

NEW YORK, *December* 2, 1858.

On the foregoing affidavit, I certify, that in my belief, the above named guarantors are sufficient to make good the guarantee aforesaid

THEODORE SEDGWICK,
United States District Attorney.

Captain M. C. MEIGS,
United States Engineers.

BALTIMORE, *November* 22, 1858.

I propose to furnish the one hundred marble shafts or columns for the Capitol extension advertised for September 30, 1858, in one piece, for fifteen hundred and fifty dollars per column.

Or I will furnish them in blocks of not less than four feet for five hundred and fifty dollars per column.

Or, if a bid would be accepted for them in two pieces, I will furnish them in two pieces for nine hundred and seventy-five dollars per column. I also propose to furnish the above one hundred shafts in two years.

The marble for the above shafts or columns to be furnished out of the quarry known as Connolly's quarry, near Texas, in Baltimore county, a block of which is respectfully submitted by your obedient servant,

JOHN F. CONNOLLY.

Captain M. C. MEIGS,
U. S. Engineers, Washington, D. C.

We, the undersigned, residents of Baltimore city, in the State of Maryland, hereby jointly and severally covenant with the United States, and guaranty, in case the foregoing bid of John F. Connolly be accepted, that he will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And, in case the said John F. Connolly shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said John F. Connolly and the next lowest bidder.

JOHN B. CONNOLLY, [SEAL.]
THOMAS F. CONNOLLY, [SEAL.]

I hereby certify that, to the best of my knowleege and belief, the above-named guarantors are good and sufficient.

WM. MEADE ADDISON,
U. S. Attorney, Md. Dist.

Captain M. C. MEIGS,
U. S. Engineers.

BALDWINSVILLE, ONONDAGA,
December 1, 1858.

Proposals for shafts.

I, Henry G. Beach, of Onondaga county, State of New York, hereby agree to furnish, in accordance to, and in every respect complying with, the advertisement dated September 30, 1858, and signed by M. C. Meigs, Captain of engineers in charge of Capitol extension, one hundred shafts of marble, delivered at the Capitol. If practicable, to procure the shafts whole, and of American marble, at twenty-five hundred dollars for each shaft, and to deliver all the shafts within two years from the date of signing the contract.

And I hereby agree to furnish and deliver at the Capitol one hundred shafts of American marble, in blocks of not less than four feet in length, at twelve hundred and fifty dollars for each shaft, and to commence to deliver in May, 1859, and deliver as fast as the blocks which the government will accept can be procured from the Massachusetts quarries, or from other quarries approved by the department, and to finish and deliver all the shafts abovementioned within two years from the signing of the contract.

HENRY G. BEACH.

Guarantee.

DECEMBER 3, 1858.

I, the undersigned, resident of Utica, New York, in the State of New York, hereby covenant with the United States, and guaranty, in case the foregoing bid of Henry G. Beach be accepted, that he will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made, and in case the said Henry G. Beach shall fail to enter into contract as aforesaid, I guaranty to make good the difference between the offer of the said Henry G. Beach and the next lowest bidder.

S. B. GARVIN.

Captain M. C. MEIGS, *U. S. Engineers.*

DECEMBER 3, 1858.

I hereby certify, to the best of [my] knowledge and belief, the above named guarantor is good and sufficient.

S. V. BUTTERWORTH,
Supt. U. S. Assay Office, New York.

NEW YORK, *December* 2, 1858.

SIR: The undersigned do hereby propose, as per advertisement dated September 30, 1858, to furnish, on the grounds of extension of the Capitol, one hundred shafts for columns, agreeable to specifications as to size, &c., and of quality equal to specimen submitted. Said shafts in single blocks, from South Dover quarries, Duchess county, State of New York. Said shafts to be delivered on grounds of Capitol, at Washington, District of Columbia, in two years from 1st of March, 1859. If in single blocks, for $3,050 each; making, in the whole, $305,000.

We also propose, if in pieces, as per specification and sample offered, for the sum of $920 each, making, for the whole, $92,000, to be delivered on the grounds of Capitol, at Washington, District of Columbia, in one year and six months from 1st of March, 1859.

JOSEPH WILSON,
WM. H. CROMMELIN.

NEW YORK, *December* 2, 1858.

We, the undersigned, residents of Brooklyn and New York cities, in the State of New York, hereby jointly and severally covenant with the United States, and guaranty, in case the foregoing bid of Messrs. Wilson & Crommelin be accepted, that he or they will, within ten days after the acceptance of said bid, execute the contract with the same with good and sufficient sureties to perform the work or furnish the articles proposed, in conformity to the terms of the advertisement

under which it was made; and in case the said Wilson & Crommelin shall fail to enter into contract, as aforesaid, we guaranty to make good the difference between the offer by the said Wilson & Crommelin and the next lowest bidder.

E. B. LITCHFIELD,
JAMES ROGERS.

Captain M. C. MEIGS,
United States Engineer.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

GEORGE W. SANDERS, *Navy Agent*,
Per GEORGE A. BLOOD, *Chief Clerk.*
GEORGE J. FORREST.

NEW YORK, *December* 1, 1858.

We, the undersigned, propose to furnish the marble columns, in three or four equal pieces each, for the extension of the Capitol at Washington, District of Columbia, according to the advertisement dated September 30, 1858, for the sum of $425 each, or $1 90 per foot cubic. The quarry which we propose to furnish the marble from is situated at Canaan, Connecticut, about thirty miles from the Lee quarry, and the sample of marble is labelled "Canaan Marble Company," William G. Chase, agent. We can begin to furnish the marble about the 1st of April next, and furnish the whole amount by the 1st day of December next, or sooner if required.

JOHN R. BRIGGS,
President Canaan Marble Company,
WM. G. CHASE,
Agent and Treasurer.

M. C. MEIGS,
Captain of Engineers.

We propose, also, to furnish the columns in one piece, as called for in the same advertisement, for the sum of $3,282 dollars each column, and deliver them within two years from the 1st day of May next. Stone from the same quarry.

JOHN R. BRIGGS,
President Canaan Marble Cumpany,
WM. G. CHASE,
Agent and Treasurer.

M. C. MEIGS,
Captain of Engineers.

NEW YORK, *December* 1, 1858.

We, the undersigned, residents of the city of New York, in the State of New York, hereby jointly and severally covenant with the United States, and guaranty, in case the foregoing bid of the Canaan Marble Company, John R. Briggs, president, and William G. Chase, agent, be accepted, that they will, within ten days after the acceptance of said

bid, execute the contract for the same with good and sufficient sureties to perform the work, or furnish the articles proposed, in conformity to the terms of the advertisement under which it was made; and in case the said Canaan Marble Company shall fail to enter into contract, as aforesaid, we guaranty to make good the difference between the offer of the said Canaan Marble Company and the next lowest bidder.

JAMES PALMER,
No. 10, *Livingston Place.*
ANTHONY J. HILL,
Astor House.

Captain M. C. MEIGS,
United States Engineers.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

ISAAC V. FOWLER,
Postmaster, New York, N. Y.

WASHINGTON, *December* 4, 1858.

The undersigned will furnish the shafts in columns, one hundred in number, (100,) in whole pieces, delivered on the grounds of the Capitol, at $1,184; in two pieces, at $826; in four pieces, at $660.

S. A. WATERMAN.

Captain M. C. MEIGS, *U. S Engineers.*

We, the undersigned, residents of , in the State of New York, hereby jointly and severally covenant with the United States, and guaranty, in case the foregoing bids of Mr. S. A. Waterman be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed, in conformity to the terms of the advertisement under which it was made; and, in case the said Waterman shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said Waterman and the next lowest bidder.

ERASTUS CORNING.
DAVID HAMILTON.

WASHINGTON, *December* 4, 1858.

I hereby certify, to the best of my knowledge and belief, the above named guarantors are good and sufficient.

Samples on the way, and will be here immediately. If contract is awarded, will commence delivering three months from date.

S. A. W.

WASHINGTON, *December* 6, 1858.

DEAR SIR: On opening the proposals for marble shafts for columns of exterior porticoes of the Capitol extension on the 4th instant, I found, contrary to my expectations, that part of the bids were made per cubic foot instead of per shaft.

I shall use in comparing the different proposals, the *net* cubic contents of shafts—*i. e.* their cubic contents when finished.

Please inform me as soon as possible, if you are willing to abide by your bid with this understanding.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in Charge.

Mr. JOHN F. CONNELLY.

Similar letters were addressed to the following parties: S. A. Waterman, Wilson & Crommelin; John R. Briggs, President Canaan Marble Company; Alex. Maxwell & Company; Henry G. Beach, Thomas Symington.

BALTIMORE, *December* 13, 1858.

DEAR SIR: Your letter of the 6th instant, is at hand informing me that you will, in comparing the different proposals, use the net cubic contents of the shaft, (when finished,) and asking me if I am willing to abide by my bids with this understanding. In view of the fact that the universal custom of quarry men is to square the largest dimensions in measuring a block of stone, I think that Mr. Maxwell's bid, or any others like it, should be measured by that rule or rejected; *otherwise it* gives him or them, an opportunity of double-dealing to the exclusion of other bidders. Had Mr. Maxwell paid any attention to your advertisement for proposals, he would have seen that his bid was not in conformity to it; and further, that his stone was not suitable. You can see a fair sample of his stone in the old part of the General Post Office building, and in the portico columns of Brown's hotel in Washington.

Very respectfully, your obedient servant,

THOS. SYMINGTON.

Captain M. C. MEIGS, *United States Engineers,*
In charge of the U. S. Capitol Extension, Washington, D C.

No. 128 CHAMBERS STREET, NEW YORK,
December 13, 1858.

DEAR SIR: In answer to your favor of date 6th instant, we have to say that we will abide by our bid made on the 4th instant, for marble for shafts, Capitol extension, and will accept your measurement of their cubic contents when finished.

Our estimate is for block of four to six feet in length; but if you will allow us to add to that offer, we will propose to furnish blocks of a larger size—say in one, two, or three pieces per shaft.

Our price for blocks of two pieces per shaft, out of marble marked number one, will be four dollars and fifty cents ($4 50) per cubic foot; in blocks of three pieces per shaft, our price will be for marble number

one, three dollars and fifty cents; ($3 50;) and from marble number two, will be three dollars and twenty-five cents ($3 25) per cubic foot.

We also propose to furnish twenty-five of the shafts in one piece, out of the number one marble, for two thousand dollars, ($2,000,) and out of number two marble, for nineteen hundred dollars, ($1,900.)

We will agree to furnish all the above in two years. But if longer time was allowed, would undertake more of the shafts in single blocks.

Should you think favorably of our offer, we will be pleased to have you visit our quarries; and any communication addressed as above, will receive immediate attention.

Yours, very respectfully,

ALEX. MAXWELL & CO.

Captain M. C. MEIGS.

WASHINGTON, *December* 11, 1858.

SIR: I received your note of 6th instant, and beg leave to say, in reply, that on considering the advertisement for the proposals, I was of the opinion that no bid would be received, otherwise than to furnish per column, without leaving the mode of measurement a subject of equivocation after the bids were opened. If such bids are to be received, I am of the opinion they should be calculated by the rule adopted for the measurement of marble already furnished for the Capitol.

But should you think just to adopt the rule, to take the dimensions of the columns after they are finished, I am willing to submit to your judgment in the matter.

Respectfully,

JNO. T. CONNOLLY.

Captain M. C. MEIGS.

BALDWINSVILLE, *December* 14, 1858.

DEAR SIR: Yours of the 6th instant came to hand this morning. My bids for marble shafts were made in strict conformity to your advertisement, at so much per shaft, and I cannot see how the computation of other bids per *cubic foot* is to change the aggregate of mine in the least. I will, therefore, submit to any computation you see fit to make, and will enter into contract immediately if the contract should be awarded to me.

Yours, truly,

HENRY G. BEACH.

Captain M. C. MEIGS.

NEW YORK, *December* 14, 1858.

DEAR SIR: We received your communication in reference to the bids for shafts of Capitol extension yesterday, and beg leave to say, in

reply, that we submit to your judgment of what is fair and proper in the matter, only asking that, in making the calculation as to the quantity of feet in the shafts, you take largest diameter of column to multiply by their length, (instead of the average diameter,) such being the custom with all dealers in marble or freestone from our American quarries.

Very, respectfully, your obedient servant,

J. WILSON,
WM. H. CROMMELIN.

Captain M. C. MEIGS.

NEW YORK, *December* 13, 1858.

DEAR SIR: Your letter of the 6th instant is just received by me this day. In answer, will say that our bid is as follows: For the columns in three or four pieces of marble, $425 each column, or $1 90 per cubic foot for the pieces, according to the size, when finished ready to go in the building. Our bid for the single columns is $3,280 dollars each.

Yours, respectfully,

JOHN R. BRIGGS,
President Canaan Marble Company.

Captain MEIGS.

NATIONAL HOTEL,
Washington, December 11, 1858.

DEAR SIR: In answer to your letter of 6th instant, you are herewith respectfully informed that I will adhere to any proposal at the price per shaft.

Your obedient servant,

S. A. WATERMAN.

Captain M. C. MEIGS,
Engineer of U. S. Capitol Extension.

PHILADELPHIA, *December* 3, 1858.

SIR: We observed in the papers an advertisement, over your signature, for proposals for column shafts for the extension of the United States Capitol. Inasmuch as we are already the contractors for furnishing said shafts, and our contract not having been declared void, we respectfully protest against the aforesaid shafts being awarded to others while our contract remains in force.

Very respectfully yours,

RICE, BAIRD & HEEBNER,
Contractors for furnishing the marble for the Capitol Extension.

Captain M. C. MEIGS,
Engineer in charge U. S. Capitol Extension.

Comparison of proposals for marble shafts for extension of United States Capitol, December 4, 1858.

	Monoliths.	Monoliths, joint above fillet.	Shafts in two pieces.	Blocks not less than four feet.	Blocks not less than four feet.	Total.	Remarks.
	Per shaft.	*Per shaft.*	*Per shaft.*	*Per shaft.*	*Pr.cub.ft.*		
Thomas S. Simington				$700 00		$70,000 00	Blocks not less than three feet. Danby quarry, Vermont, Specimens marked A; Baltimore county quarry, Maryland, specimen marked B.
Do			$1,000 00			100,000 00	
Do		$1,400 00				28,000 00	Will furnish 20 or more shafts.
Do.	$1,300 00					26,000 00	Will furnish not less than 20 shafts.
Do		1,100 00				22,000 00	Will furnish not less than 20 shafts.
Do			900 00			18,000 00	Will furnish not less than 20 shafts. To be furnished within three years from June 1, 1859. Mr. S. states that it is probable many more shafts than the number stated can be furnished in monoliths, as also in two pieces and that it is possible that the whole number may be furnished in two years.
Do				650 00		65,000 00	
Alexander Maxwell & Co.					$3 00	45,736 00	Tuckahoe quarry, East Chester, New York; specimen marked No. 1.
Do					2 75	43,758 00	Searsdale quarry, East Chester, New York; specimen marked No. 2. Blocks 4 to 6 feet in length; to be furnished in two years from December 1, 1858.
John F. Connolly	1,500 00					155,000 00	From Connolly's quarry, near Texas, Baltimore county, Maryland; to be furnished in two years.
Do			975 00			97,500 00	
Do				550 00		55,000 00	
Henry G. Beach	2,500 00					250,000 00	If practicable to procure them; to be delivered within two years from date of signing the contract. To be obtained from Massachusetts quarries, or from others approved by the Department.

Comparison of proposals for marble shafts, &c.—Continued.

	Monoliths.	Monoliths, joint above fillet.	Shafts in two pieces.	Blocks not less than four feet.	Blocks not less than four feet.	Total.	Remarks.
	Per shaft.	*Per shaft.*	*Per shaft.*	*Per shaft.*	*Pr.cub.ft.*		
Henry G. Beach	.....	.....	.....	1,250 00	.....	$125,000 00	To commence delivering in May, 1859, and to deliver all the shafts within two years from date of signing the contract.
Wilson & Crommelin	$3,050 00	.....	.....	.....	.....	305,000 00	To be furnished in two years from March 1, 1859.
Do	.....	.....	.....	$920 00	.....	92,000 00	To be furnished in 18 months from March 1, 1859. To be supplied from South Dover quarry, Duchess county, New York.
John R. Briggs, President Canaan Marble Co	.....	.....	.....	425 00	.....	42,500 00	From Canaan quarry, Connecticut, 30 miles from Lee (Mass.) quarry. In three or four pieces, delivered in two years from May 1, 1859.
Do	.....	.....	.....	.....	1 90	30,232 80	
Do	3,282 00	.....	.....	.....	.....	328,200 00	Will commence delivering April 1, 1859, and finish December 1, 1859, or sooner if required.
S. A. Waterman	1,184 00	.....	.....	.....	.....	118,400 00	Will commence delivering three months from December 4, 1858.
Do	.....	.....	$826 00	.....	.....	82,600 00	
Do	.....	.....	.....	660 00	.....	66,000 00	In four pieces.

I have not been able to make an abstract which will clearly show the various conditions. The original bids, and the answers to the circular letter of December 6, addressed to the several bidders, should be carefully examined before making a final decision.

M. C. MEIGS,
United States Engineer in charge of U. S. Capitol Extension.

LEE, *September* 26, 1858.

DEAR SIR: * * * * * * *

I cut out of a letter from Carrara, dated September 1, the following, from which you will see what Messrs. Walton & Nephews say about columns:

"We are glad to hear that the column matter will soon be decided, for we have two more blocks, just excavated, that will give about a dozen, and which we cannot long leave in their present position; nor can we afford to keep so much marble in its present form.

Yours, truly,

CHAS. HEEBNER.

M. C. MEIGS, *Captain Engineers,*
In charge U. S. Capitol and Post Office Extensions.

HASTINGS, *December* 23, 1858.

DEAR SIR: If you have not made a contract for furnishing the marble columns for the extension of the Capitol, I would like to make you a bid, in accordance with your advertisement, each shaft in six blocks, from the quarry at Hastings, being the same kind of marble now being furnished for the custom-house at Charleston, South Carolina.

If there should be an opportunity for me to make you a bid, please address me, Hastings upon Hudson, New York.

Yours, very respectfully,

JOHN L. CAULKINS.

Captain M. C. MEIGS,
Engineer in Charge.

DECEMBER 27, 1858.

DEAR SIR: I am in receipt of your letter of the 23d instant, and in reply have to state that the proposals for shafts for columns of Capitol extension have been submitted to the Secretary of War for his decision.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge of Capitol Extension.

Mr. JOHN L. CAULKINS,
Hastings upon Hudson, Westchester county, N. Y.

NEW HAVEN, CONNECTICUT, *December* 24, 1358.

DEAR SIR: I wrote you explaining why I did not bid for the contract to furnish marble blocks for the Capitol extension columns. I regret that the papers prepared for the purpose were not sent to you.

I hope you will pardon me for sending them at this late day, inasmuch as your proposals contained a reservation to reject any or all bids, &c., and make new arrangements, if deemed advantageous, &c.

I send the papers for an additional reason, viz: I have become convinced since I wrote you that the failure to send the block was the result of design on the part of the person having charge of obtaining the specimen block. I did not have charge of that matter myself, but intrusted it to a person in whom I had reposed confidence.

If you have not closed your contract, and if any different arrangements are to be made, it would be very gratifing to me to hear from you.

I have a small specimen of marble in Major Bowman's Office, Treasury Department, which will afford you an idea of composition, grain, and color of my marble. It is not, however, an average sample, inasmuch as it is surface specimen.

A block will be forwarded to you if desired, to compare with specimens sent from other quarries.

I had a partner by the name of Higgins. I have recently bought him out, so that the whole matter is in my own hands.

I am, dear sir, your most respectfully,

WILSON H. CLARK.

Captain M. C. MEIGS,
Of Engineers in charge of U. S. Capitol Extension,

NEW HAVEN, CONNECTICUT, *November* 1, 1858.

DEAR SIR: We, the subscribers, both of the town and county of New Haven, and State of Connecticut, do made the following bid, for furnishing one hundred shafts or columns called for in your circular, issued September 30, 1858, by order of the Secretary of War, to wit: We propose to furnish the one hundred shafts in single blocks, each block to make one column, for ten dollars per superficial foot; the marble to be similar in grain, color, and composition to the specimen furnished by us, and to be delivered within two years.

WILSON H. CLARK,
NOYES HIGGINS.

M. C. MEIGS, *Captain of Engineers,*
In charge of the U. S. Capitol Extension.

NEW YORK, *November* 3, 1858.

SIR: We, the undersigned, residents of the city of New York, in the State of New York, hereby jointly and severally covenant with the United States, and guarantee, in case the foregoing bid of Wilson H. Clark and Noyes Higgins be accepted, that they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties, to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under

which it was made. And, in case the said William H. Clark and Nsyes Higgins shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said Wilson H. Clark and Noyes Higgins and the next lowest bidder.

HORACE ANDREWS, [SEAL]
GEO. D. SARGEANT. [SEAL]

Captain C. MEIGS,
U. S. Engineers.

I hereby certify that to the best of my knowledge and belief, the above named guarantors are good and sufficient.

D. B. TAYLOR,
U. S. Despatch Agent at New York

DECEMBER 27, 1858.

DEAR SIR: Your letter of the 24th, with bid for marble column shafts for the porticos of the Capitol extension, is received.

The bids received under the advertisement have been for some time in the hands of the Secretary of War.

I send this bid, just received, to the War Department; but I do not think that it will receive consideration without some explanation of what you mean by superficial feet.

How many feet do you understand to be in each shaft?

You had better amend the bid by stating a fixed sum per shaft, delivered here, at the building.

I am, respectfully, your obedient servant,

M. C. MEIGS, *Capt. of Eng'rs.*

WILSON H. CLARK, *New Haven, Conn.*

DECEMBER 27, 1858.

SIR: I have just received the inclosed letter from Mr. W. H. Clark, of New Haven, Connecticut, with his bid accompanying it, and signed Wilson H. Clark and Noyes Higgins. They offer to deliver one hundred shafts for the Capitol extension columns, monolithic, at ten dollars per superficial foot. The bid is too late for the competition; but I send it to the department, for whatever action it may take upon it. How many superficial feet the bidder may count to a column I do not know, and I have therefore addressed to Mr. Clark a letter, a copy of which is inclosed, advising him to make his bid more specific, and to state his price per shaft.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS, *Capt. of Eng'rs*
In charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW HAVEN, CONN., *December* 30, 1858.

DEAR SIR: Your letter of 27th instant is before me.

My bid, sent you on the 24th instant, for contract to furnish marble shafts for Capitol extension, was made upon the estimate of two hundred and sixty feet per column, twenty-six hundred dollars per shaft.

I beg leave to amend my bid, by inserting after the words "*superficial foot*," the words, "or twenty-six hundred dollars per block."

You are authorized to insert the words, if necessary, or you may consider this letter as the supplement explanatory of the contract, as will be most proper.

I am, dear sir, your very obedient servant,

WILSON H. CLARK.

M. C. MEIGS, *Capt. of Eng'rs in charge of U. S. Capitol Extension, Washington, D. C.*

JANUARY 1, 1859.

Respectfully transmitted to the Secretary of War in connection with Mr. Clark's bid.

M. C. MEIGS,
Captain of Engineers in charge.

JANUARY 1, 1859.

SIR: I have the honor to inclose a letter from Mr. Wilson H. Clark, of Connecticut, explaining his bid for column shafts for the Capitol extension.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

Hon. JOHN B. FLOYD, *Secretary of War.*

WAR DEPARTMENT, *December* 28, 1858.

DEAR CAPTAIN: The Secretary desires that you will send him the contract of Rice, Baird & Heebner (referred to in their protest) for the shafts; and also to know whether the contract has been forfeited or declared void. Please answer by bearer.

Very truly, yours,

JOHN POTTS.

H STREET, WASHINGTON, *December* 28, 1858.

SIR: On my return after dark to-night from the aqueduct, I received Mr. Potts's letter informing me that you wished me to send to the War Department the contract of Rice, Baird & Heebner, (referred to in their protest,) and also you wished to know whether the contract has been forfeited or declared void.

The original contract will be sent up from the Capitol Extension Office in the morning. It is printed, however, in Executive docu-

ment No. 139, 34th Congress, 1st session, House of Representatives, at page 114. Their first contract is at page 103, same document.

The contract is still in force, a very large quantity of marble having been delivered under it during the past year, over 70,000 feet, costing some $140,000, if my memory of the statement in my annual report is correct.

It has not been forfeited or declared void, and it would be a great error by declaring it void or forfeited, to release the contractors from their obligations to complete the supply of marble for the work.

Through all the negotiations, which their inability to supply the monolithic shafts from the Lee quarry has caused during the last two years, I have carefully abstained from giving them any reasons to expect a release from the obligations of their contract, and have so reported to the department when heretofore reporting upon the letters and propositions of Mr. John Rice referred to me by the department.

We could not at this time, in my opinion, make a new contract for the very large quantity of marble still needed for the building, likely to be fulfilled on terms as advantageous as to a speedy supply, and as to price as their contract of March 30, 1854, which was made under the authority of joint resolution of Congress of 20th February of that year. The contractors have now the advantage of six years' experience in this business, a quarry thoroughly opened, a large plant of machinery, cars, &c., and a thorough organization for the work.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

OFFICE OF UNITED STATES CAPITOL EXTENSION,
Washington, December 29, 1858.

SIR: In compliance with your request, as expressed through Mr. Potts, I have the honor to transmit, herewith, the supplemental contract made with Rice, Baird & Heebner, marble contractors, under authority of the joint resolution of Congress, approved March 1, 1854, with my letter submitting the same to the department, and upon which is endorsed the approval of the Secretary of War.

I am, very respectfully, your obedient servant,

Z. W. DENHAM,
By direction of Captain Meigs.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW HAVEN, *February* 24, 1859.

SIR: When I sent in my bids for furnishing marble blocks for columns for Capitol extension, I was under the necessity of referring you to specimens in Major Bowman's office, Treasury Department.

If the contract has not been awarded to any one, and the Secretary of War is to further examine the subject, I could, if it is not too late, furnish an additional specimen for inspection, if it would be received in a short time. The specimen referred to was not an average one, as it was taken from the surface.

I regret to trouble you with any inquiries in regard to the matter, but would respectfully beg leave to inquire if any further samples of marble would be received at this time. It would be highly gratifying to me to hear from you, if not incompatible with the regulations of the department.

I am, dear sir, your very obedient servant,

WILSON H. CLARK.

M. C. MEIGS, *Captain of Engineers*
In charge of Capitol Extension, Washington, D. C.

WASHINGTON, *February* 26, 1859.

DEAR SIR: Yours of the 24th is received. I am unable to give you any information in regard to the bids for marble column shafts for Capitol extension.

The bids were reported by me shortly after they were opened in my office to the Secretary of War. There they remain, and whatever action, if any, there has been upon them, has not been communicated to me.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain Engineers in charge of Capitol Extension, &c.

WILSON H. CLARK,
New Haven, Connecticut.

EAST DORSET, VERMONT, *March* 23, 1859.

DEAR SIR: Will you allow us for one moment to call your attention to the consideration of our Vermont Italian quarry, located at this place, from which we are confident we can now get out the 100 columns for the Capitol, which columns you have had so much difficulty in procuring. We would prefer to get them in pieces 6 feet long each, but can get them 8 feet, or even 12 feet long each piece, making two pieces in a column of 24 feet length. We have never had any difficulty in getting the requisite thickness.

Our quarry has greatly improved in the last two years, by going farther back from the surface.

We are informed, though, perhaps, not correctly, that the party who took the job of getting these columns, some three or four months since, is likely to fail in his effort to procure them.

This is the reason why we write you at this time. If it is not too late to receive propositions for this job, or a part of it, we would like to hand in a proposition.

We have heretofore declined to make a proposition, fearing we could

not get all the columns from our quarry in any reasonable time, but this obstacle is no longer in our way. We *know* we can now get out the thing you want with promptness, all sound, and in all other respects just what it should be.

You have a sample of our marble, as sent you by Parker, Holly & Co., some four years ago.

As its name indicates, it clearly resembles the Italian marble.

We will, accompanying this letter, send you a pamphlet containing our address on the marbles of Vermont, on the 13th page of which you will see a notice and rough sketch of the location of our quarry.

Alexander Rutherford, of Washington, is somewhat acquainted with this marble.

Very respectfully, yours,

HOLLY, FIELDS & KENT.

Mr. M. C. MEIGS.

[Indorsement.]

Respectfully referred to the Secretary of War, and the writer so informed.

I think the marble not so good as the Italian, and its cost is not stated.

Respectfully submitted.

M. C. MEIGS,
Captain of Engineers.

MARCH 30, 1859.

DEAR SIRS: Your letter of 23d March has been referred to the Secretary of War, in whose hands are the bids of last December for the shafts of the columns of the Capitol extension.

No decision has yet been made by the department on this subject, and perhaps you will do well to write to the Secretary on the subject.

You did not state your price in your letter of 23d instant.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

KELLY, FIELDS & KENT, *East Dorset, Vermont.*

WAR DEPARTMENT, *March* 29, 1859.

SIR: Your communication of the 21st of December last alludes to the inability of Rice, Baird & Heebner to supply the monolithic shafts for the Capitol, and of your having abstained from giving them any reason to expect a release from the obligations of their contracts, by which is understood that, being unable to furnish the shafts in accordance with the strict conditions of the contract, they were anxious to obtain more favorable conditions, that is such as they could fulfill. Such being also the understanding of the department, and the terms desired by the contractors being deemed inadmissible, their contracts

have been regarded as practically forfeited and void, and the orders given to invite proposals for a new contract.

Your communication above referred to, which was written while the new proposals were under consideration, states, however, that the contracts of Rice, Baird & Heebner "has not been forfeited or declared void."

If such is the fact, of course nothing remains but to dismiss the proposals that have been made under the advertisement of the 30th of September last. The impression being on my mind, however, that an insurmountable obstacle exists to the fulfilment of the contract with Rice, Baird & Heebner, and as in that case it would be necessary to take immediate action to supply the deficiency, I desire you to inform me whether they have been and are still supplying marble of the description and dimensions required, and with the punctuality which the steady progress of the work demands; and whether they are prepared to continue the supply to fulfilment of their contract. If this last question is not already determined, I desire that you will take steps to put it immediately at rest, and report the result to me.

The proposition to supply Italian marble as a substitute for that which the argument calls for is inadmissable. The schedule attached to the contract, and which passed under the dictation or approval of Congress, calls for *American* marble, and it is not unreasonable to presume that it was specially so intended.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Captain M. C. MEIGS,
Engineer in charge Capitol Extension.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, April 6, 1859.

SIR: In obedience to your order of the 29th March, I have taken steps to determine whether the contractors for marble for the Capitol, Messrs Rice, Baird & Heebner, "are prepared to continue the supply" of marble "to the fulfiment of their contract."

I have addressed a letter to them,* asking them for any evidence they may have to submit upon this subject, inasmuch as I understand that they claimed the right to fulfil it, and that the late advertisement and proposed contract were in derogation of their rights.

Before I can give an opinion upon their present prospect of fulfilling their contract, an opionion upon which, if I correctly apprehend the intention of your letter, action may be based looking to the voidance of this contract. I think that it will be proper for me to make an inspection of the present condition of the quarry, and also to have a personal conference with the contractors, one of whom resides in Philadelphia, the other at Lee.

*This letter and the reply will be found among the inclosures of Captain Meigs' report of 10th May, 1859.

For this purpose I inclose for signatures, if it meets your approval, an order to visit these places.

In regard to the general subject of these contracts for marble, (for there are two with Rice, Baird & Heebner,) I respectfully desire to submit the following remarks, which may perhaps aid the department in deciding finally upon its action in regard to them.

In the first place, I have endeavored, in all my correspondence with the contractors and with the department, to make it perfectly plain that I considered the preservation of these contracts and their final fulfilment, as far as possible, to be of great importance to the United States.

No other quarry in the United States, as far as my knowledge goes, is capable of supplying a material which will match the marble of the Lee quarry of Messrs. Rice, Baird & Heebner, or which is proper to be mingled with it in completing the exterior of the Capitol extension.

They have, I believe, not only a monopoly of the marble of this quality open and worked, but they, or one of the partners, own, I have been informed, quite extensive deposits in the same neighborhood of a marble of the same geological character. Of these deposits, however, only one other is opened and worked. It furnishes the marble for the north front of the General Post Office building. Though resembling the marble of the Capitol extension, and taken from a ledge within half mile of Rice, Baird & Heebner's quarry, it does not exactly match the marble of that quarry, and I should regret to see it intermixed with that in the exterior of the building.

Should the contract of Rice, Baird & Heebner be abrogated, which can only be done by declaring it void for non fulfilment, I do not think that another contract can be made for the same marble upon as favorable terms, and I know of no quarry which will supply the proper material.

To attempt to open a quarry in a ledge of rock not yet tried, is to incur the risk of great expense, as of great disappointment.

I believe that before a quarry was found capable of supplying the north front of the General Post Office building, $20,000 were expended by a company in explorations and in opening a quarry from which nothing was obtained.

If Messrs. Rice, Baird & Heebner are once released from the obligations of this contract, they will know that they have this monopoly, they will hold on to their quarry, and will make good terms for themselves before the United States get another cubic foot of stone from it.

These considerations alone justified the making so large a contract for marble, when the Capitol extension was begun with an appropriation of only $100,000. It was proper, it was necessary, to bind the contractors whose marble was selected, to complete the work with the same material. Any interruption to the supply will not only cause delay to the work, but will work great injury to the contractors for marble work, Messrs. Prevost, Winter & Co. Their contract is a still larger one than that of Rice, Baird & Heebner. They employ a large number of men, who will be thrown out of employment and deprived of the means of support. Prevost, Winter & Co. will lose by the dis-

persion of a number of faithful, skillful, and well-trained workmen, as well as by the delay and interruption of their business.

The amount thus far paid to Prevost, Winter & Co., under their contract, is..... $1,300,122 08
To Rice, Baird & Heebner..... 674,556 02
Reserved per centage on each, ($15,000,)..... 30,000 00

Making a total of..... $2,004,678 10

which will be some indication of the magnitude of the private interests involved.

Thus far, except in the matter of the columns, the contractors have faithfully supplied the marble, according to their contract. There have been differences and discussions, such as always arise in managing such large interests; but they deserve credit for the energy and fidelity with which they have carried out a heavy contract. A comparison with the supply of marble to any other building in this country or abroad will result greatly to their advantage. The New Orleans or the Charleston custom-houses, for example. Of the difficulties in procuring a proper supply there, the Treasury Department can advise the War Department. The material which I have seen quarried for these buildings is very inferior in beauty to that used upon the Capitol extension.

I have lately studied with great interest the history and description of the St. Isaac's Cathedral at St. Petersburg, the great national edifice of the Russian empire's Greek church, built at the capital, under the eye and the immediate supervision of the Russian Emperor, upon which have been lavished the resources of the empire for forty years. While the columns of this church are of polished red Finnish or native granite, the marble has been in great part sought abroad; part of it, at least, comes from Italy.

I find that the exterior walls, built of brick, faced with blocks of marble from two to three feet in thickness, (the very same construction adopted in the Capitol extension,) have an exterior surface of 68,000 square feet, and would therefore require, at an average thickness of two and a half feet, 170,000 cubic feet of marble.

These walls are not, as in the Capitol extension, surrounded, for a great part of their extent, to one third of their height by an arcade of solid marble.

The area of the exterior face of the walls of the Capitol extension, exclusive of the arcades, which are nearly completed, is 129,000 square feet, requiring about 300,000 cubic feet of marble to face them. More than 390,000 cubic feet of marble has been quarried, delivered, and worked in little over six years, while the Russian Empire was nineteen years in building the exterior walls of the Cathedral of St. Isaac, containing little more than one half as much of this material, marble, precious and difficult to procure.

The contractors have thus far failed to deliver the column shafts according to the terms of their contract.

For this failure, the department, rejecting their offer to substitute a still better material, and the only marble, I believe, that at any rea-

sonable price and in any reasonable time can be obtained in suitable blocks and of suitable quality, they are not blamable.

One of them attempted to procure a modification of the contract, by which he should get $1,050 for shafts in four pieces, instead of $1,400 for monoliths, or $1,100 for shafts in two pieces.

To this I see very strong objections. The price is too high, as the late bidding must have convinced the department.

Moreover, the second contract with these gentlemen—that made on 30th March, 1854, under the authority of the joint resolution of Congress, of 20th February, 1854—was the result of a negotiation embracing not only the shafts, but the price of the ashlar and other marbles of the building.

One of the objects to be gained was a greater solidity for the walls by the use of heavier blocks of marble throughout their facing. Another was the increased solidity, duration, and beauty of the porticoes by the use of monolithic column shafts.

Those of the St. Isaac's church, above referred to, are monoliths, fifty-six feet in height, by seven feet in diameter.

Now, in this negotiation, the prices were fixed with a view to accomplish both objects; and the contractors, having had the benefit of the increased price for the facing, should not now be permitted to turn upon the government, decline fulfilling the contract for monoliths, and get a price nearly double that provided for the shafts in pieces by their original contract of 17th January, 1852, whereby they agreed to deliver the shafts in not more than six pieces, each at $1 98 per cubic foot, or some five or six hundred dollars per shaft.

The agents of the United States would thus be placed in the position of having been deluded, in the first place, into increasing prices generally by the illusory promise of monolithic shafts, and then of paying the contractors nearly double the price of their first contract for columns in pieces, while gaining no corresponding advantage to the United States. For myself, I should not like to subject either myself or the department to the remarks which would certainly follow so suspicious an arrangement.

I think that justice to the United States and to the contractors requires that they be held to the fulfillment of their contract. So long as they have the order to deliver the columns according to their contract, they can make no complaint. By insisting that the marble shall actually come from the Lee quarries, which the contract of the 17th January, 1852, requires, and which condition is not changed by the supplemental contract, the United States will keep itself in the right, and will probably obtain all the marble for the building, except for the shafts. If they continue to fail in the delivery of tbe columns, I see no reason why the President, under the general authority which Congress has conferred upon him, in making it his duty to build the extension of the Capital, may not direct the shafts to be purchased anywhere else, or of any other suitable marble.

The United States will not violate the contract, for it offers to receive the columns of the Lee quarries; and whenever the contractors deliver a single shaft according to their contract, it should be accepted.

As at present advised, I do not believe they will deliver enough to cause any embarrassment.

I proposed to purchase the columns of the Carrara quarries of Italy, because I believe they would furnish the best material, at the cheapest rate and on the shortest time, and because I believed that under the laws and action of Congress this could be done without any violation of law or propriety. Had the contractors agreed to this before the restriction as to making purchases or contracts beyond the amount of $2,000 was imposed upon me by the department, this arrangement, which they at first refused, and now seek, would have been made and carried out, and I am of opinion that it would have given general satisfaction. As it is, the columns for the Post Office extension were thus purchased, and I hear of no objection to their beauty, their cost, or the propriety of seeking abroad in that case, as all nations have done in erecting great public buildings, for those materials necessary for their construction or adornment which could not be obtained at home.

I proposed to accept this Italian marble from the contractors because I thought it only fair to them, saving their interest in regard to the forfeiture of $15,000, provided in case their contract was forfeited, and because I could not attribute blame to them for not delivering marble which their quarry at that time did not seem capable of furnishing.

I think the department is in error in its opinion that the schedule of the contract passed under the dictation or approval of Congress, and that Congress specially intended the use of American marble.

If I may be permitted to refer to a political movement, this first contract was made before the American or Know Nothing party was called into existence, and before this feeling of hostility to everything not native-born had been carried to such extremes.

Congress required the contracts on the Capitol and Patent Office to be carried out literally, because they suspected fraud in their management, and not with a view to the requirement of American marble.

The joint resolution, passed 20th February, approved 1st March, 1854, gives the fullest authority to change the contract. It does not require the marble to be from Lee, or from this country. It looks only to getting the marble in larger blocks. It is in these words:

"JOINT RESOLUTION authorizing a supplemental contract for certain marble for the Capitol extension.

"*Resolved by the Senate and House of Representatives of the United States of America in Congress Assembled*, That the President of the United States be, and he is hereby, authorized to cause a supplemental contract to made with the contractors for marble for the Capitol extension, to procure the columns and ashlar in larger blocks than required by the specifications of their present contracts."

The negotiation of the supplemental contract was left to me, and, believing that the Lee quarry would furnish the marble, I so framed the contract. Had I thought it impossible to obtain monolithic shafts from this quarry, I should have endeavored to contract to get them elsewhere.

It may be a question whether the force of the joint resolution is exhausted by once modifying the original contract, and whether the power does not still reside in the President to again modify the contract.

I think it would be very unwise to modify it, so as to pay a higher price to the contractors than their first contract provided for pieces, or their second for monoliths; but I think it would be proper to accept the shafts of the best material in the world, as they have separately offered them at their contract price.

Of this, however, the department is the judge, and I do not wish to obtrude my opinions upon it, any further than it is necessary to relieve me from any responsibility for failing in any exertion to secure the completion of the building in a style of constrnction in conformity with what has already been done upon it, and which will be creditable to the nation and the age hereafter.

Of the legal right of the President to permit or to order the purchase of the columns elsewhere, without forfeiting the contract of Rice, Baird, & Heebner, provided they fail to deliver them, I have no doubt.

I do not, however, think it would be just to them to do so, when they offer a better material as a fulfilment of the intent, if not of the letter of their contract.

To declare their contract void would, I think, be to treat them with great harshness and injustice. It would throw into confusion and arrest the whole service, and would not only delay the work, but work great injury and hardship to very large interests, which should be carefully and tenderly dealt with. They are the interests of contractors and of workmen, who are citizens of the United States, who are faithfully fulfilling their duties and obligations, and who have a right to look to the government for care and protection in these interests.

The supply of marble for such a building is a serious matter. It is a great work, and one which requires knowledge and judgment in its administration. It is not like the purchase of a thousand bricks—a matter of ease and of little importance. I believe that no building in the world ever received so large a supply of so fine a marble, in six years, as has been delivered at Washington by these contractors for the Capitol extension.

I have thus trespassed upon the time and patience of the department, because it seems to me the department, from the very necessity of the case, not having that intimate knowledge of the work which I have, has not realized the magnitude of the subject with which, it seems to me, to be dealing too lightly, and without due knowledge and consideration.

My advice, thus far, has not been followed. I advised against the advertisement and bidding which it is now proposed to dismiss. I believe that another such advertisement and bidding will lead again to the large expense of advertising, and will be still less likely to bring a satisfactory result. I believe that, to annul the contract of Rice, Baird & Heebner, will be very injurious to the servite; and I desire, by every argument within my reach, to prevent the administration from doing what those responsible will, I am confident, if they live long enough, regret hereafter.

I must also, in justice to myself, say that I am confident that, had the department left me without advice or restriction, the power over these affairs which had been intrusted to me, and which I exercised for several years, the whole matter would have been arranged before this time in a manner satisfactory to all parties, except, perhaps, to a few owners or lessees of marble quarries, who are seeking to lose their money by undertaking what never has been accomplished in this country, and what I believe no deposite of marble yet explored in the United States will enable them to do.

Should the Department approve the enclosed order, I will visit the Lee quarry, consult with the contractors, and endeavor to give a distinct answer to the questions referred to me in the letter of the 29th of March.

I have the honor to be, with the greatest respect, your ob't serv't,

M. C. MEIGS,
Captain of Engineers in charge of Capitol Extension.

Hon. JOHN B. FLOYD, *Secretary of War.*

WAR DEPARTMENT, *Washington, April —*, 1859.

SIR: You will visit Philadelphia, Pennsylvania, and Lee, Massachusetts, to confer with the contractors for marble for the Capitol extension, and to examine the condition of their quarries.

Upon your return to this city, you will report the result to this department.

Respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War,

Captain M. C. MEIGS,
United States Engineers, Washington.

WAR DEPARTMENT, *April* 20, 1859.

SIR: You will visit Philadelphia, Pennsylvania, and Lee, Massachusetts, to confer with the contractors for marble for the Capitol extension, and to examine the condition of their quarries. You will also visit and examine the quarry of Mr. Connolly, of Maryland.

Upon your return to this City, you will report the result to this department.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Captain M. C. MEIGS,
Engineer in charge Capitol Extension.

WASHINGTON, *May* 6, 1859.

DEAR SIR: Upon reflection since I saw you, I find that I have no right to make any proposition, on my own responsibility, in reference to the columns for the Capitol.

I have made arrangements with other parties for furnishing the means to carry out the contract, and do not consider myself authorized to alter my bid without first consulting them. It will be some days before they can be seen. I suppose this need not detain your report, as I can see you afterwards.

Respectfully,

JOHN F. CONNOLLY,

Captain M. C. MEIGS,
In charge of Capitol Extension.

WASHINGTON, *May* 11, 1859.

DEAR SIR: I have advised with the other parties interested with me in my bid to furnish columns for the Capitol, and they will not consent to take less than the amount of my bid.

Yours truly,

JOHN F. CONNOLLY,

Captain M. C. MEIGS,
In charge of Capitol Extension.

OFFICE OF THE CAPITOL EXTENSION,
Washington, May 10, 1859.

SIR: In obedience to your orders of the 20th ultimo, I have the honor to report that I have visited Philadelphia and Lee, conferred with Messrs. Rice & Heebner, the contractors for marble for the Capitol extension, and examined their quarry at Lee, Berkshire county, Massachusetts.

I have also visited the quarry of Mr. J. F. Connolly, Baltimore county, Maryland.

I inclose copies of late correspondence with the contractors, marked, for reference, A, B, C, D, according to a list which accompanies the report.

The paper marked A explains itself.

Finding that the proper application of the sum appropriated at the last session of Congress, for the service of the Capitol extension, required some limitation of the expenditure upon the exterior, I addressed this letter to the contractors for marble. At the same time, I gave directions to confine the operations under the contract of Provost and Winter & Co., for marble work, almost entirely to the work of the arcades and of the stairways.

The letter marked C purports to be an answer by Rice, Baird, and Heebner, to my letter of 6th April, marked B. It is signed with the usual signature of the firm; but in transmitting it to the department, it is my duty to say that, while at Lee, one of the partners, Mr. Heebner, informed me that he had refused to sign such a letter, or to agree to its being sent. I have written him, (see letter marked D,) and upon receipt of his answer will forward it.

After a conference with the contractors, and a careful inspection of

their quarry, I am of opinion that they have no prospect of continuing the supply of marble to the fulfillment of their contract, so far as regards the column shafts.

I am further of opinion that they could not, in any reasonable time, supply from their Lee quarry the column shafts, even in six pieces, in addition to the large quantity of marble in large blocks yet needed under the contract for architraves, cornice, pedestals, under-columns, and for other parts of the porticoes and steps. If the column shafts, however, are obtained elsewhere, I am of opinion that they will be able, in other respects, to complete their contract, in performing which, thus far, they have shown energy and ability; and in this connection, I respectfully refer to my letter to the department of 6th April.

They offered to supply Italian marble column shafts, as a fulfillment of the contract in spirit, if not in letter; but the contract of 17th January, 1852, providing that the marble shall be "American marble of the best quality," and also, that it is "to be procured from the quarries near Lee, in the State of Massachusetts." I understand that it has been decided by the department that Italian marble would not fulfill the contract.

I found at Mr. Connolly's quarry a large bed of marble, of the quality known as the Baltimore small crystal marble. One of those tested by the commission on building materials in 1851, and described in their report to the Secretary of the Interior of 22d December, 1851.

The east and west fronts of the post office extension are constructed of marble from this quarry, and from them its appearance in a building can be known.

It is a strong and, I believe, a durable stone. It does not come up to the requirements of the advertisement of 30th September last in color and grain. In composition, however, it is similar to the Lee marble.

I found four columns shafts quarried; and from the appearance of the quarry I think that it is capable of supplying one hundred blocks of sufficient size for monolithic column shafts.

This is a result which I did not expect, and only regret that the stone is not of such beauty as to enable me heartily to recommend its adoption.

If it is determined, however, to use only native American marble, it is not probable that any better will be found, or any quarry capable of supplying one hundred large shafts so quickly.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

List of letters of which copies are herewith.

A. Captain Meigs to Rice, Baird & Heebner, March 23, 1859, suspending order for marble, with certain exceptions.
B. Same to same of 6th of April, communicating instructions of Secretary of War, and asking them to make their own statement.
C. Reply signed Rice, Baird & Heebner, not dated; received 22d April.
D. Captain Meigs to Charles Heebner, 10th May, 1859.

Copies of indorsements upon preceding report.

WAR DEPARTMENT, *May* 11, 1859.

The contract with Rice, Heebner & Baird, for the column shafts of the Capitol extension, will be declared forfeited, and Captain Meigs will contract with Mr. Connolly for monolithic columns of his marble.

J. B. FLOYD, *Secretary of War.*

Captain MEIGS.

May 19, 1859.

Let the order of the Secretary of War, of the 11th instant, be suspended for further consideration after his return from Virginia.

JAMES BUCHANAN.

Captain MEIGS.

A.

March 23, 1859.

DEAR SIRS: The appropriation for the Capitol extension this year is less than usual, and it becomes necessary to limit the orders for material and workmanship.

The marble work for the exterior will be confined to the arcades under columns of porticoes, and I have, therefore, to suspend all orders for marble excepting for these arcades.

The payment for the marble still to be delivered for this purpose, and the work to be put upon these arcades, will absorb all the money which can be spared from other necessary work.

No stone not included in this description will be measured or paid for.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in Charge.

MESSRS. RICE, BAIRD, & HEEBNER,
Contractors for marble for Capitol Extension, Philadelphia, Pa.

B.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, April 6, 1859.

SIRS: The Secretary of War informs me, in a letter of the date of 29th March, that he has the impression that an insurmountable obstable exists as to the fulfillment of the contract with Rice, Baird &

Heebner, and "that, as in that case, it would be necessary to take immediate action to supply the deficiency." "He desires me to inform him, whether they have been, and are still, supplying marble of the description and dimensions required, and with the punctuality which the steady progress of the work demands; and whether they are prepared to continue the supply to the fulfillment of their contract."

If this last question is not already determined, he desires me to "take steps to put it immediately at rest, and report the result to him."

He says the "proposition to supply Italian marble as a substitute for that which the agreement calls for, is inadmissible. The schedule attached to the contract, and which passed under the dictation or approval of Congress, calls for American marble, and it is not unreasonable to presume that it was specially so intended."

In order to enable me to set the question at rest, I think it proper to communicate the above directions of the Secretary, that you may have the opportunity to furnish me with any information or evidence which you may think important to the formation of a correct opinion upon the subject.

Are you prepared to fulfill your contract? If so, what evidence can you furnish to be laid before the department?

The whole sum paid to you on account of your two contracts for marble for the Capitol extension from the beginning of the work to this date, appears, from the books of this office, to be $674,556 02.

In answering a question looking apparently to some decisive action in regard to a contract of such importance, I desire to have all the information which you can supply on the subject.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge.

Messrs. Rice, Baird & Heebner,
Philadelphia, Pennsylvania.

C.

Philadelphia, *April* 1859.

Dear Sir: We have your communication of the 6th, and have duly considered its contents, and have to say in reply, that taken in connection with yours of the 23d ultimo, we are somewhat in doubt as to its true purport.

In the latter communication you say that in consequence of the deficiency in the appropriation for the Capitol extension, the marble work for the exterior will be confined to the arcades under columns of porticoes, and have therefore to suspend all orders for marble, excepting for the arcades; "no stone not included in this description will be measured or paid for."

In your communication of the 6th, after presenting certain instructions given you by the Secretary of War, you present the following questions: "Are you prepared to fulfill your contract?" "If so, what evidence can you furnish to be presented to the Department?"

If you mean to inquire whether we can comply with your order of the 23d ultimo, which suspended our contract, and our operations except for marble for the "arcades under portico columns," we have no hesitation in saying that we can fill that part of our contract in sixty days time, and the evidence we will give the Department must be our former good faith in meeting our engagements, and the actual delivery of the material.

On the other hand, if you mean to inquire whether we could, and would go on to fill the remainder of our contract, were you to revoke your order of the 23d, notifying us to suspend operations except as already stated, we have to say that we are ready to proceed promptly to the fulfillment of our contract, and every feature of it. We do not pretend that we can furnish the columns in single blocks, but our contract does not require this. In case of a failure in the quarry to furnish stone large enough for single blocks, it provides that they shall be furnished in two pieces.

This latter condition we believe we can fill, and shall proceed to do so on the revocation of your order of the 23d; or, if more agreeable to the department, we would prefer to furnish them in blocks of four pieces, at a much reduced price, which we think would be the true policy of the government, as it would reduce the cost of the work without injury to its appearance, and, at the same time expedite its completion, as we can furnish the columns in four blocks in much less time than we can in two blocks.

Uniting with the Secretary of War, and yourself, in the expression of an anxious desire for speedy completion of the Capitol, and the distinct settlement of all differences of opinion,

We remain your obedient servants,

RICE, BAIRD & HEEBNER.

in M. C. MEIGS,
Engineer in charge Capitol Extension, &c.

D.

WASHINGTON, *May* 10, 1859.

DEAR SIR: I inclose a copy of a letter, without date, but received on 22d April, 1859, signed Rice, Baird & Heebner.

In speaking of this letter to you when at Lee you informed that you had objected to its being sent as the answer to mine of 6th instant, that you did not concur in it, but refused to sign it.

With this knowledge it would be improper in me to transmit it to the Secretary as the answer of the contractors on so important a question. I therefore submit it to you, and ask a statement in writing as to your concurrence or non-concurrence.

I am, respectfully, your obedient servant.

M. C. MEIGS,
Captain of Engineers in charge.

CHARLES HEEBNER, Esq.,
Lee, Massachusetts.

OFFICE OF THE U. S. CAPITOL EXTENSION,
Washington, May 14, 1859.

SIR: I have the honor to acknowledge the receipt, yesterday, of your order of the 11th instant, declaring the contract of Rice, Baird & Heebner, for column shafts of the Capitol extension, forfeited, and directing that a contract shall be made with Mr. Connolly for monolithic column shafts.

As this forfeiture of the contract of Messrs. Rice, Baird & Heebner is positive, and is against the advice which I have had to give, I have not ventured to delay the transmission of your order to them, but have, by to-day's mail, sent them a copy of it.

Their contract includes all the marble for the exterior of the building—both columns, architraves, cornice, pedestals, ashlar, arcades, and steps, and in forfeiting it the supply of marble is, of course, arrested, and the work must stop as soon as what is on hand is worked up.

The marble for the exterior, as well as for the column shafts, should, therefore, be provided from some other source as soon as possible.

As I am not informed upon what terms you propose to contract with Mr. Connolly for the monolithic column shafts, I respectfully request instructions before preparing a contract for your acceptance.

I understand your letter of 29th March to decide that the bidding under the advertisement of 30th September, 1859, was dismissed, inasmuch as, at the time the bids were opened, Rice, Baird & Heebner's contract was not forfeited.

The papers relating to the bidding are at the War Department, and I am not certain what was Mr. Connolly's bid. If I remember it correctly it was $1,550 for each shaft, $15,000 more for the whole number of one hundred than the contract of Rice, Baird & Heebner, and than Mr. Heebner's offer for Italian marble.

After examining the quarry of Mr. Connolly, I am of opinion that he ought, at this price, (which will be $155,000 for the whole contract,) to make out of it, with reasonable management and good fortune, not less than $75,000.

I have the honor to be, very respectfully,
Your obedient servant,
M. C. MEIGS,
Captain of Engineers in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

CAPITOL EXTENSION OFFICE,
Washington, May 14, 1859.

GENTLEMEN: The Secretary of War has issued the following order received by me yesterday.

Respectfully, your obedient servant,
M. C. MEIGS,
Captain of Engineers, in charge.

Messrs. RICE, BAIRD & HEEBNER,
Contractors for marble for Capitol Extension, Philadelphia.

WAR DEPARTMENT, *May* 11, 1859.

The contract with Rice, Heebner & Baird, for the column shafts of the Capitol extension, will be declared forfeited, and Captain Meigs will contract with Mr. Connolly for monolithic columns of his marble.

J. B. FLOYD,
Secretary of War.

Captain MEIGS.

WAR DEPARTMENT, *May* 17, 1859.

SIR: Please transmit to me, as soon as possible this morning, your report of the 10th instant, respecting the column shafts of the Capitol extension, together with a statement of Mr. J. F. Connolly's bid, and the prices to be paid under the contract with Rice, Heebner & Baird.

Very respectfully, your obedient servant,

W. R. DRINKARD,
Acting Secretary of War.

Captain M. C. MEIGS,
Engineer, in charge Capitol Extension.

OFFICE OF THE CAPITOL EXTENSION,
Washington, May 17, 1859.

SIR: In the absence of Captain Meigs, (who has the originals in his possession,) I inclose herewith copies of his report of the 10th instant, respecting the column shafts of the Capitol extension, and of the inclosures, in obedience to the request contained in your communication of this date.

The offer of J. F. Connolly is to furnish these columns at $1,550 each, as will be seen by reference to the papers accompanying Captain Meigs's report of the 18th of December last.

The inclosed extract from the supplemental contract with Rice, Baird & Heebner, gives the prices to be paid under the agreement with said firm.

I am, very respectfully, your obedient servant,

Z. W. DENHAM.

Colonel W. R. DRINKARD,
Acting Secretary of War.

Extracts from supplemental contracts with Rice, Baird & Heebner to furnish marble for the Capitol extension.—(See Ex. Doc. No. 143, *1st sess., 34th Congress, page* 114, *third paragraph.)*

"The party of the first part, in consideration of the premises, agrees to pay the parties of the second part at the rate of one dollar and ninety-eight cents per cubic foot for all the blocks of marble for the

exterior which exceed eighteen inches bed, and at the rate of fourteen hundred dollars for each monolithic column shaft for the exterior porticos, and eleven hundred dollars for each shaft delivered in two pieces, as above specified, for the columns of the same."

MAY 18, 1859.

SIR: I have the honor to inclose the reply of Mr. Charles Heebner, one of the contractors for marble for the Capitol extension, to my letter of the 10th instant, of which last letter a copy was submitted with my report upon a visit to marble quarries, under date of May 10.

Mr. Heebner repeats his disclaimer of the letter signed Rice, Baird & Heebner, without date, but purporting to be their reply to my communication of the 6th of April.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

LEE, *May* 16, 1859.

DEAR SIR: Your favor of the 10th is before me, inclosing a copy of a letter from Rice, Baird & Heebner. It is the same letter Mr. Rice submitted to me, and I objected to its being sent. He agreed not to send it. If you wish I will name my objections. When you spoke of it at Lee, I thought it was not the same, as we had agreed not to forward it.

Yours, truly, CHARLES HEEBNER.

M. C. MEIGS, *Captain of Engineers,*
In charge of U. S. Capitol Extension, Washington.

P. S.—We will get the columns in four pieces if you will give us the price asked.

WASHINGTON, *May* 19, 1859.

SIRS: The order of the Secretary of War of the 11th instant, in relation to your contract for marble, of which a copy was communicated to you in my letter of the 14th instant, has been suspended for further consideration.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

MESSRS. RICE, BAIRD & HEEBNER, *Philadelphia.*

WAR DEPARTMENT, *May* 21, 1859.

SIR: You will proceed to visit the marble quarries from which, under the advertisement of the 30th of September last, propositions are made for supplying marble for the column shafts of the Capitol extension.

Upon your return to this city you will report the result of your examination to this department.

The inclosed list of bidders will assist you in this examination; but should you have reason to think it proper to examine other quarries you will not confine yourself to this list. The object being to obtain the fullest information before deciding upon the questions relating to the supply of marble for the columns.

Very respectfully, your obedient servant,

W. R. DRINKARD,
Acting Secretary of War.

Captain M. C. MEIGS,
Engineer in charge Capitol Extension.

PHILADELPHIA, *May* 28, 1859.

DEAR SIR: In reply to your communication of the 14th instant, we beg leave to enter our protest against the order annulling our contract for furnishing marble to the Capitol extension.

We admit that our quarry at Lee will not furnish the monolithic shaft in accordance with the specifications of our supplemental contract. This is no fault of ours. At the time we made the contract to furnish the shafts you believed, and so reported, that the quarry would furnish them; we also were of the same opinion. Nature, however, has not supported these conclusions. We are still of the opinion, notwithstanding you may differ with us, that we can furnish them easily in four pieces. Believing, for some time past, they could be so ordered we did not think it necessary to propose any other course.

If you decide not to have them except in monolithic shafts, we respectfully ask permission to furnish them from any other quarry or quarries, upon the same terms and prices as specified in our supplemental contract, to be equal in quality and appearance to the marble now in the Capitol extension, and to be approved by the engineer in charge of the work.

We have been engaged in furnishing marble to the Capitol extension, under our contract, for about seven years. You, sir, can testify with what promptness and fidelity on the part of our firm.

Hoping you will accede to our request, we remain your obedient servants,

JOHN RICE.
CHAS. HEEBNER.

Capt. M. C. MEIGS,
Engineer in charge Capitol Extension.
LEE, *May* 30, 1859.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, June 3, 1859.

SIR: I have the honor to report that, in obedience to your order of the 21st ultimo, I have visited the following marble quarries:

1. Wilson's & Crommelin's quarry, South Down, Dutchess county, New York.
2. Canaan Marble Company's quarry, Canaan, Connecticut.
3. Rice, Baird & Heebner's, Lee, Massachusetts.
4. Clark & Folsom, East Dorset, Vermont.
5. Holly, Fields & Rent, East Dorset, Vermont.
6. Friedly & Co., East Dorset, Vermont.
7. Thomas Symington, Danby, Vermont.
8. W. Kelly, Danby, Vermont.
9. Sherman, Holly & Adams.
10. Rutland Marble Company, (Baxter's.)
11. Sheldon & Slasem's.

And several others, all at West Rutland, Vermont.

The necessity of my presence in Washington at this time, to attend to the heavy disbursements on account of pay rolls and contracts falling due in the first days of June, compelled me to return without visiting three of the quarries from which offers were made to supply the columns for the Capitol extension.

They are those of Alexander Maxwell & Co., at Tuckahoe, and at Searsdale, New York, and Thomas Symington's Baltimore county quarry, Maryland.

I propose to visit them in a few days, as soon as the business requiring my presence here is completed, and will then be able to make a full report.

I can only say, at present, that the examination thus far made has satisfied me that it is possible for several of these quarries, as now opened, to procure blocks of marble of sufficient size for monolithic shafts for the columns of the Capitol extension.

The quality, however, is as various as the price demanded, which varies from $3,282 to $1,100 each, per monolith.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain and Engineer in Charge.

Hon. W. R. DRINKARD,
Acting Secretary of War.

WASHINGTON, D. C., *June* 7, 1859.

We, the undersigned, propose to contract with the United States for the furnishing of one hundred shafts, including the upper torus of the base; each shaft to be twenty-five feet two and an eighth inches in height from the bottom of said torus to the top of the upper astragal, and to be of such diameter as to make, when finished, the torus or bottom piece of shafts to be three feet seven and five eighths inches, the diameter of the shaft above the base to be three feet, and at the niche

below the capital two feet six and an eighth inches, and the diameter of the upper astragal to be two feet eleven and seven-eighths inches, for the following prices: For shafts in single blocks, according to specifications, for eleven hundred and seventy-five dollars per shaft; or, in two pieces, eleven hundred dollars, and, in four pieces, one thousand dollars per shaft. The stone to be furnished from W. Robinson's quarries in Baltimore county, Maryland.

Yours, respectfully,

P. CROWLEY,
F. C. CROWLEY.

Captain M. C. MEIGS, *United States Engineers.*

EAST DORSET, VERMONT, *June 7,* 1859.

DEAR SIR: Since your visit here we have decided to submit to the government, through you, a proposition to furnish the blocks for the columns for the Capitol.

You are well acquainted with the quality of our marble, its strength and durability; you also know where it is, and something of the expense of quarrying and delivery in Washington, and you also are fully aware of the difference in value between such marble and the limestone offered by the Maryland party.

Our proposition is this: First, we do not wish to promise the columns in one piece, and propose to deliver them on these terms: For one hundred columns, (size named,) to be in two or three blocks each, delivered in Washington, one hundred and forty-five thousand dollars, ($145,000,) which is ten thousand dollars less than the limestone bid.

In this offer, we wish to reserve the right to deliver the same in one piece, each column, for one hundred and fifty-five thousand dollars, provided on quarrying we find we can do so with ease.

Should you see fit to decline our proposition, and are inclined to quarry the blocks yourself in our present opening, or make a new opening in the same quarry, we shall be happy to correspond with you on a proposition by you of this kind.

Please write us immediately on receipt of this, and send us a drawing of one of the columns, and also state your views of our proposal. Should there be a fair prospect of a contract between us, we will come on at once, with the necessary bonds for the performance of the contract.

I found it impossible for me to leave this week, and so write.

Very truly, yours,

HOLLY, FIELDS & KENT,
East Dorset, Vermont.

Captain M. C. MEIGS.

WASHINGTON, *June* 9, 1859.

DEAR SIRS: Your letter of the 7th is received. It is impossible for me to give you a definite answer at this time.

The matter is under advisement at the War Department, and with the President.

I have a good specimen of your marble, and should be pleased to receive such a proposition as would insure its being used; that is, a proposition at low rates which should decidedly rule out those for a material not quite so good.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Enyineers.

HOLLEY, FIELDS & KENT,
East Dorset, Vermont.

FULTON, OSWEGO COUNTY, NEW YORK,
June 7, 1859.

DEAR SIR: When at Washington, last November, I proposed, under your advertisement, dated September 30, 1858, for the furnishing of one hundred marble shafts for the extension of the Capitol. I have not seen anything in the public prints in relation to that letting. Has the contract been let? If not yet disposed of on receipt of this, please address me, at the Astor House, and much oblige,

Yours, truly,
H. H. COOTS.

M. C. MEIGS.

CAPITOL EXTENSION,
Washington, June 9, 1859.

DEAR SIR: Your letter is received to-day. I expect to be in New York on Monday next, and will be pleased to see you, at the Metropolitan, after sunset.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

H. H. COOTS, Esq.,
Astor House, New York.

TREASURY DEPARTMENT, *June* 10, 1859.

DEAR SIR: This letter came to me while absent, and now, on my return, I inclose it to you, that you may give the writer the information required, if consistent with your duties. The marble mentioned is similar to that used for the columns, &c., of the Girard College.

Yours, truly,
A. B. YOUNG.

Captain M. C. MEIGS.

SOUTH EGREMONT, *June* 7, 1859.

DEAR SIR: I take the liberty to write a few lines to you, sir, respecting the columns for the Capitol extension.

Will you please inform me whether the contract has been made for the marble for the *columns?* If not, whether it is too late to make an offer to furnish them? and if not, whether the kind of marble which I furnished for the Boston custom-house would be such as would suit? An answer to the above will much oblige your humble servant.

CHESTER GOODALL.

A. B. YOUNG, Esq.

THURSDAY MORNING, 9½ O'CLOCK,
June 16, 1859.

DEAR SIR: I called last evening and again this morning at your hotel, and regretting I did not find you in, I leave this note. I have examined the quarries in Massachusetts and Vermont. I found but one quarry, and that in Vermont, from which I thought the columns could be obtained whole. They can be obtained in blocks either in Massachusetts or Vermont, and perhaps on the Harlem railroad. A Mr. Niltern, in case he gets the contract, claims to have the refusal of the last mentioned quarry. I represent the bid of H. G. Beach—whole columns, $2,500; in blocks, $1,250. If the contract is not disposed of, please write me at Fulton, Oswego county, New York. I leave for home this morning at ten.

Respectfully, yours,

H. H. COATS.

Captain M. C. MEIGS.

FACTORY POINT, VERMONT,
June 17, 1859.

SIR: Hearing that you were in pursuit of marble for columns to the United States Capitol, I take the liberty to say that I have a quarry of the same quality of the Holly, Fields & Kent quarry; that I am confident they can be obtained from, being well acquainted with both quarries, and in fact opening both, as I was one of the owners that sold to Messrs. Holly, Fields & Kent. The object of this communication is to inform you of the fact, hoping to hear from you at once.

I am, respectfully, your obedient servant,

SAMUEL FOLSOM.

M. C. MEIGS, Esq.

OFFICE OF THE CAPITOL EXTENSION,
Washington, June 22, 1859.

SIR: In obedience to the orders of the department under date of 21st May, to visit the marble quarries from which propositions had

been made for supplying marble for the column shafts of the Capitol extension, and any other quarries which, in this connection, I might think it proper to examine, I have visited the following quarries:

1st. Connolly's, near Texas, Baltimore county, Maryland.

2d. Robinson's, near Texas, about one mile from Connelly's.

3d. Prestons, or Wilson & Crommelin's, South Dover, Dutchess county, New York.

4th. Canaan Marble Company's, or W. G. Chane's quarry, at Canaan, Connecticut.

5th. Rice, Baird & Heebner's quarry, at Lee, Massachusetts.

6th. Clark & Folsom's quarry, on Dorset mountain, Vermont.

7th. Holly, Fields & Kent's quarry, also on Dorset mountain, Vermont.

8th. Friedly's quarry, same mountain.

9th. Symington's quarry, Danby mountain, Vermont.

10th. Kelly's quarry, adjoining Symington's.

11th. The Rutland Marble Company's, or Baxter's quarry, Rutland, Vermont.

12th. Sheldons & Slasern's quarry, Vermont.

13th. Sherman's, Holly & Adam's quarry, and some others, located in this Rutland deposit of marble.

14th. Hall, Masterton & Morgan's quarry, at Tuckahoe, Westchester county, New York.

15th. A. Maxwell & Co.'s quarry, East Chester, adjoining the above.

16th. A. Maxwell & Co.'s quarry, at Searsdale, Westchester county, New York.

17th. W. H. Clarke's quarry, at Falls village, Connecticut.

These are all the quarries which have been presented to me by their owners or others as able to supply the material for the columns of the Capitol extension porticoes.

They may be divided into two classes: the magnesian limestones or dolomites, and those composed of carbonate of lime.

The marble of the first—the quarries of magnesian limestone or dolomites—resemble, in chemical composition, the marble of the Lee quarries now used for the Capitol extension, but vary in texture, grain or crystallization, in hardness and in beauty.

None of the quarries above specified contain a material equal in beauty to the Lee marble.

They are inferior in closeness and fineness of texture and crystallization, are more liable to blemishes destructive of the beauty of the stone in large masses, and do not promise as great durability.

Connolly's quarry at Texas, Baltimore county, Maryland, supplies a stone of much coarser grain than the Lee marble, and the large blocks are apt to be disfigured by veins of a dirty grey color, containing mica, which, judging from observation of marble exposed in buildings, are liable to decay, and which in damp weather becomes offensive to the eye, being much more conspicuous in such weather than when the surface of the stone is dry.

The quarry, as now opened, shows a large deposit of this material, from which there would be little difficulty, I think, in obtaining the

whole number of column shafts needed in single blocks. His price is $1,550 for each shaft.

I wish the material was more beautiful; as it is, I should regret to see it used in the porticoes of the Capitol, believing that the columns are intended as ornaments, and that they ought to be perfect.

Mr. Robinson's quarry is of the coarse-grained limestone of the Patent Office. Overlying this, however, the dolomite, similar to Connolly's, crops out in one corner of the quarry, and excavations at several points, through the superincumbient mass of earth, have reached the dolomite, and give reason to believe that a large deposit exists.

Messrs. Crowley, in a letter which is with this report, offer to furnish the monolithic shafts from this deposit at $1,175 each.

The deposit from which they offer them has not yet been opened so as to enable me to speak with confidence as to its extent or its capacity to supply the shafts. Judging from its situation near Mr. Connolly's, however, I think it probable that it may afford, when opened, the same facilities as his. The stone will be liable to the same objection.

Until further explored, I do not think it would be prudent to rely upon Mr. Robinson's bed of marble for the columns, even were the material more beautiful.

The Dover quarry is in an immense deposit of dolomite. The specimen in the office furnished with the bid of Wilson & Crommelins is very satisfactory in appearance, and the quarry appears to be capable of supplying blocks large enough and in sufficient number. But in the quarry the stone appears to be striated, and I doubt whether blocks of pure and uniform color could be obtained.

There is a doubt also as to the strength and durability of this stone.

As the price asked for it, however, is very high, $3,050 for each shaft, I do not think it necessary to pursue the investigation as to its quality further.

The Canaan Marble Company's price is $3,282 for each monolithic shaft.

After an examination of that quarry, I do not think they could supply them either in size or of good quality.

Rice, Baird & Heebner's quarry, Lee. This is the quarry of the contractors. The material is satisfactory, being inferior only to the Italian marble; but they themselves say the quarry will not supply the monoliths, and I agree in their opinion.

A. Maxwell & Co.'s quarries, at East Chester, Tuckahoe, and Searsdale, New York. They offer the marble only in pieces, and do not pretend to be able to furnish monoliths. The marble is liable to the same objection as Connolly's and other dolomites.

Wilson H. Clark's quarry, at Falls village, Connecticut, on the Housatonic. No quarry has been opened here. A large deposit of magnesian limestone is exposed on the side of a hill; but the surface indications are not such as to induce me to hope for large blocks of a good quality of marble.

These are all the dolomite quarries which I have visited.

There are extensive beds of it in the neighborhood of Texas, Baltimore county, Maryland, in West Chester and Dutchess counties, New

York, in Western Connecticut and Massachusetts, and I believe, also, in Vermont. I have visited the principal openings, and have also visited several places in which the stone, though not worked, is exposed, in the neighborhood of Lee and Stockbridge, Massachusetts.

About Lee the material appears to be finer in grain and quality than elsewhere; but the difficulty there is to find a deposit capable of furnishing blocks large enough for the purpose.

The other class of marbles (those composed principally of carbonate of lime crystallized) are rarely found in this country of pure white color in large masses, and the greater part of them are disfigured by veins nearly parallel, of a material whose color is not bright and fresh like the bluish grey veins of Italian marble.

The most extensive quarries are at West Rutland, Vermont.

The marble is in highly inclined beds of nearly uniform thickness throughout the deposit, which is extensively explored and worked; and from the thickest bed of what is called white or statuary marble, the shafts might be obtained free from all defects, except a single vein of a disagreeable slaty grey color.

The material, however, is soft, and I do not think would prove durable.

Moreover, the price at which it sells at the quarries is too high to make it available for the purposes of the Capitol extension.

Clark & Folsoms quarry, on Dorset mountain, is in a heavy deposit of marble. I do not think that it is capable of supplying monoliths. I inclose a letter, however, which I have received from the proprietor.

Holly, Fields & Kent's quarry, also on Dorset mountains, I think, would afford blocks of sufficient size for monoliths.

The material is, upon the whole, the best I have yet seen for this purpose from any American quarry. It is not a white marble one, but variegated with veins of blue, agreeable in color and arrangement, and giving it such a resemblance to veined Italian marble that it is known as the Vermont Italian marble quarry.

I inclose a letter from the proprietors, who appear to fear the responsibility of undertaking to deliver the whole of the shafts in monoliths, but who are willing to negotiate in regard to them.

Friedley's quarry, in the same mountain, will afford monoliths, though their extraction would be expensive, as the beds of stone which would furnish them are at the base of a vertical bluff of marble, of inferior quality, some sixty or eighty feet high; and the mode of quarrying is to run shafts or drifts into the mountain, on top of the valuable beds of marble, in order to get at them.

I have no offer from this quarry.

Symington's quarry, on Danby mountain, may, perhaps, be able to supply the material. Mr. Symington offers twenty monoliths, as will be seen by reference to his bid, with the joint above the fillet, at $1,400 each.

The material is not so good as Holly, Fields & Kent's, and probably not so good as Friedley's.

Kelly's quarry adjoins Symington's. I think the layers of stone are too much cut up to furnish monoliths.

None of the quarries which I have seen afford so good a material as

the Carrara marble, and from none, except Connolly's, could the number of columns be obtained so quickly as from Carrara. Understanding, however, that the department is decided upon excluding Italian marble, and prefers a native material, even though inferior and more costly, I should place the quarries which I have visited in the following order, considering the nature of the material and the probaability of success in the endeavor to procure the columns from them, and without reference to cost, which cannot at present be ascertained.

Not having authority to conclude a bargain, I have not found it possible to negotiate.

1st. Holly, Field & Kent's, Dorset mountain, Vermont.
2d. Friedley's.
3d. Rutland, though of its durability I am doubtful.
4th. Connolly's, Baltimore county, Maryland.
5th. Wilson & Crommelin's, South Dover, New York.
6th. Symington's quarry, Danby mountain, Vermont.
7th. Robinson's, (Crowley's proposal,) Baltimore county, Maryland.

The other quarries which I have visited, I think, could not be relied upon.

The unexplored deposits in western Massachusetts, Connecticut, and in southeastern New York, may afford better quarries than any I have seen. But there is no business more uncertain than marble quarrying, and the temptation to explore newly-discovered veins is counteracted by the heavy losses known to be incident to such operations.

Enough is known, however, to show that it is possible to obtain from several American quarries monolithic shafts which can be used for the Capitol extension, though inferior in beauty to the Italian.

Since I have been making these examinations, I have received a letter from the contractors, Messrs. Rice, Baird & Heebner, in which they ask to be allowed to furnish the column-shafts according to the terms of their contract, substituting, however, marble from some other quarry or quarries for that of Lee—the marble to be furnished to be approved by the officer in charge of the Capitol extension.

I had, before receiving this letter, which is inclosed, concluded to advise the department to notify the contractors that an examination of the American quarries had shown that several of them were capable of supplying the monolithic shafts, of a material which, under the circumstances, the department would be willing to use, and to call upon them to make arrangements for supplying them from some of these quarries, or any others which they might discover and which were of equally good quality.

Having received this proposition, I advise that they be notified that it is accepted, and that six months will be allowed them within which to furnish a satisfactory specimen, with probable evidence that the quarry will supply the one hundred monolithic shafts, of quality equal to the approved specimen, and in a reasonable time.

I inclose several letters relating to this subject, according to the accompanying list.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,
Capt. of Eng'rs in charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

List of letters herewith.

P. & F. C. Crowley's proposal, June 7, 1859.

Holly, Fields & Kent's proposal, June 7, 1859.

Samuel Folsom, June 17, 1859, calling attention to a quarry from which he is confident the marble for the columns of the Capitol extension can be obtained.

Rice, Baird & Heebner's proposal, May 28, 1859, to furnish the columns from some American quarry.

H. H. Coats, June 16, 1859, in reference to the capability of quarries for supplying marble for columns.

The preceding report and inclosures were returned with an indorsement, of which the following is a copy:

WAR DEPARTMENT, *June* 29, 1859.

The recommendation of the engineer in charge is approved.

JOHN B. FLOYD,
Secretary of War.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, June 30, 1859,

DEAR SIRS: The Secretary of War has returned to this office, with the following indorsement, a report which I submitted to him on the 22d instant:

"WAR DEPARTMENT, *June* 29, 1859.

"The recommendation of the engineer in charge is approved.

"JOHN B. FLOYD,
"*Secretary of War.*"

Below you have a copy of the recommendation referred to:

[Extract.]

"Enough is known, however, to show that it is possible to obtain from several American quarries monolithic shafts which can be used for the Capitol extension, though inferior in beauty to the Italian.

"Since I have been making these examinations, I have received a letter from the contractors, Messrs. Rice & Heebner, in which they ask

to be allowed to furnish the column shafts according to the terms of their contract, substituting, however, marble from some other quarry or quarries for that of Lee, the marble to be furnished to be approved by the officer in charge of the Capitol extension.

"I had before receiving this letter, which is inclosed, concluded to advise the department to notify the contractors that an examination of the American quarries had shown that several of them were capable of supplying the monolithic shafts of a material which, under the circumstances, the department would be willing to use, and to call upon them to make arrangements for supplying them from some of these quarries, or any others which they might discover, and which were of equal good quality.

"Having received this proposition, I advise that they be notified that it is accepted, and that six months will be allowed them within which to furnish a satisfactory specimen, with probable evidence that the quarry will supply the one hundred monolithic shafts, of quality equal to the approved specimen, and in a reasonable time."

The indorsement of the Secretary approving this recommendation is to be considered as revoking the order to declare your contract forfeited.

You are hereby, by direction of the Secretary of War, notified that your proposition of 28th May, in these words: "We respectfully ask permission to furnish them from any other quarry or quarries, upon the same terms and prices as specified in our supplemental contract, to be equal in quality and appearance to the marble now in the Capitol extension, and to be approved by the engineer in charge of the work," is accepted, and that six months from the 1st of July, 1859, will be allowed you within which to furnish a satisfactory specimen of American marble for the purpose, with probable evidence that the quarry will supply the one hundred monolithic shafts of quality equal to the approved specimen, and in a reasonable time.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge of Capitol Extension.

Messrs. Rice, Baird & Heebner,
Contractors, Philadelphia, Pa.

Washington, *June* 27, 1859.

Dear Sir: Messrs. Holly, Fields & Kent, of East Dorset, Vermont, wish me to learn from you whether the informality of their proposal for marble columns for the Capitol will exclude them from competition, as they would like, if it is not too late, to make another proposition.

Yours, respectfully,

E. P. HUDSON,
Willards' Hotel.

Captain Meigs,
Superintendent Capitol Extension.

OFFICE OF THE CAPITOL EXTENSION,
Washington, June 27, 1859.

DEAR SIR: In reply to your note of this date, I have to inform you that the proposal of Messrs. Holly, Fields & Kent for the marble shafts for the Capitol extension, has been submitted to the War Depariment, which has the subject yet under consideration.

Very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge.

E. P. HUDSON, Esq.,
Willards' Hotel, Washington, D. C.

WEST RUTLAND, *June* 29, 1859.

DEAR SIR: We should like to make the effort to get you the 104 columns for the Capitol at Washington, or call your attention to our quarry located at West Rutland.

We have a class of marble we think will be what you want, from the information we have received from those who have conversed with you on this subject. Our marble is very compact, and strong, and hard. You can carve it very nicely, and will take a fine polish.

The strong reasons we have that we can furnish the columns are, that our layers of marble in our quarry is standing perpendicular, also the grain of the marble. We can break blocks of most any thickness and width. The cuts in the layers running with the grain of the marble are of sufficient distance apart to give the length of the column, which, we understand, you want twenty-four feet one inch long, three feet seven inches at the base.

The style of shading (the ground of the marble being white) is very much admired.

We should like to send you some samples; also to have you visit our quarry. We have not worked our quarry but a short time, but at the depth we are now quarrying marble, no marble quarries in Rutland produce so sound a marble.

Will you please let us hear from you on the subject at your earliest convenience.

FARRAND PARKER,
Agent for the Vermont Marble Company.

Captain MEIGS.

OFFICE OF THE UNITED STATES CAPITOL EXTENSION,
Washington, July 2, 1859.

DEAR SIR: Your letter of the 29th ultimo is received. The contractors, Messrs. Rice, Baird & Heebner, have been notified that they will be allowed six months within which to furnish a satisfactory specimen of the marble which they propose to supply for the columns of the Capitol extension, in place of the Lee marble at first intended to be used.

I have sent them a copy of your letter, and suggest that you enter into correspondence with them upon this subject.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

F. PARKER, Esq.,
Agent of Vermont Marble Co., West Rutland, Vt.

OFFICE OF THE UNITED STATES CAPITOL EXTENSION,
Washington, July 2, 1859.

DEAR SIR: I inclose copies of letters from Holly, Fields & Kent, and from the agent of the Vermont Marble Company, which will no doubt be of interest to you in view of the decision of the Secretary of War, communicated to you in my letter of the 30th ultimo.

Very respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

MESSRS. RICE, BAIRD & HEEBNER,
S. W. cor. Ninth and Sampson streets, Philadelphia, Pa.

NOTE. The copy of letter from Holly, Fields & Kent referred to in the above, will be found under date of March 23, 1859, and copy of letter from the agent of the Vermont Marble Company under date of June 29, 1859.

WEST RUTLAND, *July* 15, 1859.

DEAR SIR: Yours of the 2d instant was duly received. We have not the post office address of Messrs. Rice, Baird & Heebner, the contractors, so we can write them. We hope to hear from them soon.

We want them to visit our quarry, and would be very happy to see you with them. Will you please give me their address.

Very truly, yours, &c.,

F. NARRAND,
Agent Vermont Marble Company.

M. C. MEIGS, Esq.,
Captain of Engineers, in charge.

WASHINGTON, *July* 19, 1859.

DEAR SIR; Yours of the 15th received. Address Rice, Baird & Heebner, care of John Rice, Philadelphia, or Charles Heebner, Lee, Berkshire county, Massachusetts.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers.

F. PARKER, *Agent Vermont Marble Company,*
West Rutlaud, Vt.

UNITED STATES CAPITOL EXTENSION,
Washington, July 5, 1859.

SIR: Your letter of 7th June, to Mr. A. B. Young, architect, has been referred to me.

The contractors for marble for the Capitol extension have been notified that six months would be allowed them within which to furnish a satisfactory specimen of the marble which they may propose to furnish, under their contract for the columns of the Capitol extension.

It may be well for you to correspond with them, therefore, on the subject of your letter. I do not at present know enough of the Egrement marble to give an opinion upon its fitness for the Capitol extension porticoes.

Respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers in charge.

CHARLES GOODALL, Esq.,
South Egrement, Massachusetts.

MURPHY, CHEROKEE COUNTY, N. C.,
July 18, 1859.

DEAR SIR: Having seen by a letter from a Washington correspondent that you have lately been on a tour of exploration to the marble quarries, I would inquire if there would be any prospect of our furnishing any of them, as I think that our marble cannot be excelled in the Union, if in the world, although transportation is against us at present. If you will direct me how to send them, I will procure you samples, and forward.

What is the size of the monolith wanted, as I know that we can procure them, if we can only get them to the railroad, a distance of seventy miles.

Yours, respectfully,

WM. BEAL.

Captain MEIGS.

P. S. Hon. Mr. Clingman can give you some information in regard to our marbles, if now in Washington; and we now have here the artist who got out the two blocks from Hawkins county, Tennessee, for the Washington Monument, and who is well skilled in the nature of marble, both foreign and domestic, and he pronounces it the best he has ever seen.

UNITED STATES CAPITOL EXTENSION OFFICE,
Washington, August 6, 1859.

DEAR SIR: I inclose a copy of the advertisement for marble columns for the Capitol extension.

The Secretary of War has decided to give the contractors, Messrs. Rice, Baird & Heebner, six months from 1st July, 1859, to make

arrangements to procure these column shafts from American quarries; they can be addressed at Philadelphia, Pennsylvania.

I should be pleased to receive a specimen of your marble, if of as good quality as you suppose.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge of Capitol Extension, &c.

Mr. WM. BEAL,
Murphy, Cherokee county, North Carolina.

NEW HAVEN, CONNECTICUT, *August* 20, 1859.

DEAR SIR: I was to have sent you a specimen of marble some weeks since, but owing to the sickness of Mr. Bissell's family (my quarryman) I could not get him to prepare a specimen.

I send one to-day, however, in order to enable you to see what the composition of my marble is, as well as the grain and color. The specimen was taken from the opening that you saw first, and is from the top layer, or measure. It ought to have been taken further from the surface, for an average specimen. The color will improve as we go down. The delay, owing to the sickness and engagements of my man with his family, prevented me from doing differently, which I exceedingly regret.

Shall be in Washington before long, and will be pleased to see you.

Yours, most respectfully,

WILSON H. CLARK.

Captain MEIGS,
Superintendent Capitol Extension, Washington.

UNITED STATES CAPITOL EXTENSION,
Washington, August 25, 1859.

DEAR SIR: Your letter of 20th instant is received. I have not as yet seen the specimen.

The result of all the examination of quarries was an order from the Secretary of War to give the contractors, Rice, Baird & Heebner, six months within which to furnish a satisfactory specimen of American marble, with evidence that the quarry from which it was taken would furnish the column shafts as monoliths.

It will, perhaps, be well to address Mr. John Rice, of Philadelphia, who, as one of the contractors, informs me that he has now this matter in charge, the other partners having left it to him.

I am, respectfully, your obedient servant,

M. C. MEIGS,
Captain of Engineers, in charge.

Hon. WILSON H. CLARK,
New Haven, Connecticut.

NEW YORK, *August* 31, 1859.

SIR: I have been informed that you have had difficulty in getting the marble large enough, and of the right quality, for the columns of the "Capitol extension."

If you have not concluded the contract for the columns, I can quarry and deliver the stone at Washington, and would like to give you an estimate for the whole, or part of them, either in one piece each column, or in two pieces.

The marble is from the Dorset mountain, Vermont, and is somewhat similar in appearance to the Italian marble. You have seen a quarry on the Dorset mountain, belonging to Messrs. Holly, Field & Kent, of similar quality; but our stone is in large masses, so that stone of thirty feet in length, and four feet in thickness, can be quarried.

If yet open for proposals please write sizes, &c., and I will forward to you an estimate.

For reference, I beg leave to refer to Captain G. W. Cullum, United States engineers, with whom I have had contracts, I believe, satisfactory to him.

Yours, respectfully,

JOHN S. HOWELL,
No. 78 *Jane street, New York.*

Captain M. C. MEIGS,
Corps of Engineers.

WASHINGTON, *September* 5, 1859.

DEAR SIR: I write by order of Captain Meigs, who is about leaving the city, in answer to your communication of 31st August.

The matter of furnishing marble for columns of Capitol extension is in the hands of the contractors, Messrs. Rice, Baird & Heebner, of Philadelphia, whom you had better address. They are by order of the War Department to furnish the shafts in single blocks of American marble, and have a certain time given them in which to furnish satisfactory specimens, with proof of capacity of quarry to deliver supply of one hundred shafts.

Respectfully yours,

CHARLES G. TALCOTT,
Assistant Engineer.

JOHN S. HOWELL, Esq.,
No. 78 *Jane Street, New York.*

PHILADELPHIA, *December* 23, 1859.

DEAR SIR: On the 28th of May last we addressed a letter to Captain M. C. Meigs, then in charge of Capitol extension, asking permission to furnish the columns in single shafts, from any other quarry or quarries, upon the same terms and price as specified in our supplemental contract, to be approved by the engineer in charge of the work. On the 30th June, 1859, we ware notified that our proposition of 28th

May was accepted, and six months was allowed us, from 1st July, 1850, to furnish samples. The samples are in your office, numbered 1, 2, 3, 4, 5 and 6, of which you have a memorandum. If any of the samples meet your approval, you will please advise us at your earliest convenience. We will also add, if you desire our opinion as to the capacity of all or either of the quarries, we will cheerfully give it to you, or any other information you may require.

Very truly yours, JOHN RICE.
For RICE, BAIRD & HEEBNER.

W. B. FRANKLIN,
Capt. Top'l Eng's, in charge Cap'l Ext'n Wash., D. C.

OFFICE U. S. CAPITOL EXTENSION,
Washington, December 29, 1859.

SIR: I have received your letter of the 23d instant. It arrived this morning, and is postmarked the 28th instant.

Before I can definitely determine upon the selection of a sample of marble for the Capitol columns, it will be necessary for me to know the abilities of the different quarries from which samples are shown, to furnish them.

I shall be obliged to you, therefore, for your opinion on this subject with regard to all of the six samples deposited at this office. Please be particular in stating the time that will be required in each case.

Very respectfully, your obedient servant,
W. B. FRANKLIN,
Capt. Top'l Eng's, in charge Capitol Extension.

MR. JOHN RICE, *for Messrs. Rice, Baird & Heebner,*
Philadelphia, Penn.

WAR DEPARTMENT,
December 27, 1859.

SIR: The Secretary desires that you will furnish him with a copy of a letter addressed, last summer, by Captain M. C. Meigs to Messrs. Rice, Heebner & Baird, of Philadelphia, granting them six months extension of time on their contract for columns, as well as of their reply to that letter.

Very respectfully, your obedient servant,
W. R. DRINKARD,
Chief Clerk.

Captain WILLIAM B. FRANKLIN,
Topographical Engineers, in charge of Captitol Extension.

OFFICE U. S. CAPITOL EXTENSION,
Washington, December 28, 1859.

SIR: I have the honor to inclose herewith, in compliance with the request of the honorable Secretary of War, a copy of the letter of Capt.

M. C. Meigs, superintendent of the Capitol extension, to Messrs. Rice, Baird & Heebner, dated June 30, 1859, announcing to them that six months from July 1 last were given them in which to furnish specimens of American marble from which they would agree to supply monolithic shafts for the Capitol columns, and to produce satisfactory evidence that the quarries will furnish the shafts.

I cannot find on the files of this office any answer from Messrs. Rice, Baird & Heebner, to this letter of Captain Meigs; but they have practically answered it by bringing to the office specimens of six different marbles for examination and test, and have expressed themselves ready to furnish the shafts from any one of these specimens.

I have had five of them tested as to their capability of resisting crushing, but am not prepared now to say that any one of the six specimens would furnish proper columns for the Capitol, nor indeed do I know what satisfactory evidence can be furnished by the contractors that the quarries will furnish the columns.

This point seems to be the most serious; for, if the quarry selected should give out, the delay and expense to the government would be enormous. The time required will be a serious item, even supposing that the quarry can furnish the whole number. On these points the contractors have as yet given no information, but rely upon the report on the whole subject made to the department on June 22, 1859, by Captain Meigs.

In deciding this question, I shall have to be guided by the same report, as I have never seen any of the six localities from which the specimens shown to me have been taken, unless the department wishes me to visit the localities.

The specimens received by me are the following, viz:

Mo. 1. Rutland, Vermont; No. 2. Connolly's, Maryland; No. 3. Dover, New York; No. 4. Dorset Mountain, Vermont; No. 5. Danby, Vermont; No. 6. Dorset Mountain, Vermont; (another quarry.)

I am, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *December* 31, 1859.

Captain Franklin will visit the six different quarries, from which Messrs. Rice, Baird & Heebner have furnished specimens of marble shafts for the Capitol extension, and report to the department as soon as practicable whether either of the quarries from which specimens have been furnished can supply the whole number of columns required by their contract, the quality and capacity thereof, and the time it will require to furnish the same.

J. B. FLOYD,
Secretary of War.

OFFICE U. S. CAPITOL EXTENSION,
Washington, December 29, 1859.

SIR: I received this morning a letter from Messrs. Rice, Baird & Heebner, to which I have replied. I enclose copies of their letter and of my reply.

As this correspondence belongs to the subject upon which I addressed the department yesterday, I consider it proper to transmit it, in order to inform the department of the state of the case at present.

I have the honor to be, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

PHILADELPHIA, *December* 31, 1859.

SIR: Your favor of 29th instant is received.

We will be in Washington some time next week, and will then give our opinion of the quarries.

We remain, sir, with great respect, your obedient servants,

RICE, BAIRD & HEEBNER.

W. B. FRANKLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension.

PHILADELPHIA, *January* 5, 1860.

DEAR SIR: Your favor of the 29th came duly to hand, and contents noted.

Rutland, Vermont, No. 1 samples in your office will produce the columns, and, in our judgemnt, in as short time as either of the other quarries—say from four to six years. No. 2, Baltimore company, we can say, from appearances, will produce them also. No. 3, Dover, will, in our opinion, produce the columns in from five to seven years. No. 4, 5, and 6 will probably require at least from eight to ten years. The samples of all the quarries are in your office.

We decline saying anything in relation to the strength, color, and quality of the marble, as these are questions to be decided by you.

Yours, respectfully,

RICE, BAIRD, & HEEBNER.

W. B. FRANKLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension.

OFFICE U. S. CAPITOL EXTENSION,
Washington, January 7, 1860.

SIR: I have the honor to transmit herewith a copy of a letter from Messrs. Rice, Baird & Heebner, giving their opinions on the time re-

quired to furnish the columns for the Capitol extension, in monolithic shafts from the quarries, specimens of the products of which they have furnished for examination.

It appears that they consider from four to six years as the least possible time in which the columns can be furnished from any of the quarries named, and that there are only two quarries which will furnish them in that time. These are, 1st. Rutland, Vermont, and 2d. Connolly's, Baltimore county, Maryland.

The specimen of Rutland marble is not white; its general appearance is greenish, or white veined with green. In color it is not at all suitable for the building.

The specimen from Connolly's quarry is not uniform in color. It has in it a distinct dark vein, probably mica, and on the two sides of this the marble is of different shades, neither of which is a clear white. If the mica seam should occur in the column shafts, it would not only be very injurious to the appearance of the columns, but would weaken them very materially. The appearance of this marble in the Post Office extension is dirty, showing the effect of the weather upon it to be bad. This is the only one of the six specimens that I have seen in use.

No. 3, Dover, New York. This marble is the best of the six specimens in every respect, so far as I have been able to judge. It is white, fine-grained, and very compact and strong. In the opinion of the contractors, from five to seven years will be necessary for the procural of the columns from this quarry.

Nos. 4, 5, and 6, from Dorset mountain, Danby, and Dorset mountain, (another quarry,) all in Vermont. These three quarries can each furnish the columns in from eight to ten years. If this estimute is correct, they should, in my opinion, be ruled out of the competition without further investigation.

It is impossible for me to come to a correct conclusion on this subject, without more knowledge of the quarries in question than I now possess, and I consider it nearly, if not quite impossible, to learn anything definite about them by a visit so long as the snow is on the ground.

But from the specimens which I have seen, and from such information as I can obtain, without making a personal inspection of the quarries, it is my opinion that the marble from the Dover quarry, New York, comes more nearly up to the required standard than any of the other specimens.

It is also my opinion that the time required in all of these cases is too great, and that none of the specimens are proper to be placed in the building as columns, unless, perhaps, that from Dover quarry, for the uniformity of color of which I am not prepared to vouch, though the specimen is of an uniform white.

I have the honor to be, very respectfully, your obedient servant,

W. B. FRANKLIN,
Captain of Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

P. S. Nos. 4, 5 and 6, are also of uniform white color, but I have not considered them on account of the long time required to obtain the columns from their quarries.

Respectfully,

W. B. FRANKLIN,
Superintendent.

OFFICE U. S. CAPITOL EXTENSION,
Washington, January 3, 1860.

SIR: I have the honor to acknowledge the receipt of the order of the Department of the 31st ultimo, directing me to visit the six quarries from which the contractors for the marble of the Capitol extension have exhibited specimens which they offer for the columns of the Capitol.

As these quarries are now covered with snow, I respectfully suggest that I be authorized to delay the visit until they are free from the snow.

The contractors inform me that they will be here during the present week, and, unless I hear from the Department again on the subject, I shall delay my visit to the quarries until there is a better prospect of examining them properly than there is now.

I am, very respectfully, your obedient servant,

W. B. FRANLIN,
Captain of Topographical Engineers,
In charge of Capitol Extension.

Hon. JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *January* 10, 1860.

Approved:

J. B. FLOYD, *Secretary of War.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 30.

RESOLUTIONS

OF THE

LEGISLATURE OF MICHIGAN,

IN FAVOR OF

The enactment of a law authorizing the Secretary of War to detail army officers for the proper military instruction of the uniformed volunteer companies of that State.

MARCH 12, 1860.—Read, referred to the Committee on Military Affairs and the Militia, and ordered to be printed.

JOINT RESOLUTION NO. 20, OF THE HONORABLE THE LEGISLATURE OF THE STATE OF MICHIGAN, ACTS OF 1859.

Whereas, article second of the ratified amendments to the Constitution of the United States, declares "a well-regulated militia to be necessary to the security of a free State;" and whereas, division fifteen of section eight of article one, of the Constitution of the United States, "authorizes Congress to provide and prescribe the discipline of the militia;" and whereas, Captain George B. McClelland, one of the officers sent by order of the War Department to the seat of war in Europe, in 1855 and 1856, in his report communicated by the Secretary of War to the Senate of the United States, February 25, 1857, in consideration of the events therein narrated, does recommend "that the militia and volunteer system be placed upon some tangible and effective basis, that instructors be furnished them from the regular army, and that all possible means should be taken to spread sound military information among them:" Therefore,

Resolved by the senate and house of representatives of the State of Michigan, That our senators be instructed, and our representatives in in Congress be, and they are hereby, requested to use their influence for the passage of an act by Congress, authorizing the Secretary of War to detail, annually, an officer of each corps of the United States army, for the proper military instruction (at such times and places as the governor shall request) of the uniformed volunteer companies of Michigan militia.

Resolved, That the governor be requested to forward a copy of this preamble and resolution to each of our senators and representatives in Congress.

Approved, February 15, 1859.

RESOLUTION OF THE STATE BOARD OF MILITARY OFFICERS OF THE STATE OF MICHIGAN.

Resolved, That Colonel A. W. Williams, on behalf of this board, correspond with the Secretary of War, our senators and representatives in Congress, and with such other persons as he may deem expedient, relative to the improvement of the military system in this State, soliciting their aid in procuring the passage of a law by Congress to conform to the recommendations of Captain McClelland, in his report as one of the European military commission, therein recommending the placing of the voluntary system upon some tangible basis, and providing the means for practical instruction in camp and garrison duties, and that Colonel Williams report copies of all such correspondence to this board.

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 3.

RESOLUTION

OF

THE LEGISLATURE OF IOWA,

IN FAVOR

Of the establishment of a daily mail from Eddyville to Des Moines in that State.

MARCH 19, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Number 1.

JOINT RESOLUTION FOR MAIL FACILITIES.

Resolved by the general assembly of the State of Iowa, That our senators be instructed, and our representatives in Congress requested to use their exertions to procure the establishment of a daily mail route connecting with the eastern daily mail from Eddyville, in Wapello county, *via* Knoxville, in Marion county, to Des Moines, in Polk county.

That copies of this resolution be forwarded forthwith to each of our senators and representatives in Congress, and to the Postmaster General of the United States.

JOHN EDWARDS,
Speaker of the House of Representatives.
NICHOLAS J. RUSCH,
President of the Senate.

Approved, March 9, 1860.

SAMUEL J. KIRKWOOD

I, Elijah Sells, secretary of state of the State of Iowa, hereby certify that the foregoing is a true copy from the original roll on file in my office.

In testimony whereof I have hereunto set my hand and affixed the great seal of the State of Iowa. Done at Des Moines, [SEAL.] this 10th day of March, 1860.

ELIJAH SELLS.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 32.

RESOLUTIONS

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

The establishment of a daily mail between Stockton and Mariposa, and all intermediate post offices.

MARCH 19, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

Resolved by the assembly, the senate concurring, That our senators and representatives in Congress be, and are hereby, requested to use their most earnest endeavors with the Postmaster General of the United States for the establishment of a daily mail between Stockton and Mariposa, and all intermediate post offices.

Resolved, That the governor be requested to forward copies of this resolution to our senators and representatives in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, February 9, A. D. 1860.

JOHN G. DOWNEY,
Governor.

STATE OF CALIFORNIA, *Department of State.*

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the original resolutions, approved February 9, A. D. 1860, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the 10th day of February, A. D. 1860.

[SEAL.]

JOHNSON PRICE.
Secretary of State.
By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 33.

RESOLUTIONS

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

The establishment of a new land district in that State.

MARCH 19, 1860.—Referred to the Committee on Public Lands, and ordered to be printed.

Whereas the land districts in the State of California, numbered 1 and 3, are oppressive and inconvenient to a large portion of the people living in said land districts, by reason of the distance to the land offices in said districts; and whereas it is necessary for such persons to pass over almost inaccessible mountains and through hostile tribes of Indians, or to make a circuitous and dangerous trip by sea to said land offices; and whereas a land district bounded on the north by the fifth standard north, on the east by land districts Nos. 2 and 4, on the south by the waters of the bay of San Francisco, and on the west by the Pacific ocean, is required for the convenience of the people thereof: Now therefore

Be it resolved by the assembly, the senate concurring, That our senators in Congress be instructed, and our representatives requested, to urge the passage of a law changing the said land districts, so as form a new land district with the above-described boundaries, or with such changes in the boundaries of said land districts as may meet the wants and convenience of the people thereof, and as shall seem most proper and advantageous.

Resolved, That the governor be requested to forward to our senators and representatives in Congress a copy of these resolutions.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, February 9, A. D. 1860.

JOHN G. DOWNEY,
Governor.

STATE OF CALIFORNIA,
Department of State.

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the

original resolutions, approved February 9, A. D. 1860, now on file in my office.

Witness my hand, and the great seal of State, at office, in Sacramento, California, the eleventh day of February, A. D. 1860.

[SEAL.]

JOHNSON PRICE,
Secretary of State.
By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 34.

RESOLUTIONS

OF THE

LEGISLATURE OF CALIFORNIA,

IN FAVOR OF

An extension of the period of the preëmption privilege to actual settlers on the public lands in that State.

MARCH 19, 1860.—Referred to the Committee on Public Lands, and ordered to be printed.

Resolved by the assembly, the senate concurring, That our senators and representatives in Congress be instructed and requested to exert themselves to procure the passage of an act to extend the preëmption privilege to actual settlers on the public land in California, from March 3, 1856, to March 3, 1861; and

Resolved further, That the governor be requested to transmit to each of our senators and representatives in Congress a copy of these resolutions.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, February 9, A. D. 1860.

JOHN G. DOWNEY,
Governor.

STATE OF CALIFORNIA, *Department of State.*

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full and correct copy of the original resolutions approved February 9, A. D. 1860, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the 11th day of February, A. D., 1860.

[SEAL.]

JOHNSON PRICE,
Secretary of State.
By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 35.

RESOLUTIONS

OF THE

LEGISLATURE OF CALIFORNIA,

Requesting arms for the use of that State.

MARCH 19, 1860.—Referred to the Committee on Military Affairs and the Militia, and ordered to be printed.

Whereas, from our isolated position in the confederacy, it is actually necessary for the common defense and general welfare of the people of the State of California that we should be properly supplied with arms and munitions of war, sufficient for self-protection; and whereas, in the event of war with or foreign invasion by any of the great powers of Europe, California, from her detached and exposed condition, would, in her defenseless situation, become a prey to the enemy: Therefore,

Be it resolved by the assembly, the senate concurring, That our senators be instructed, and representatives in Congress be requested, to exert their influence with the federal government to procure twenty thousand stand of arms, and four batteries of light and four batteries of heavy artillery for the use of California.

Resolved, That his excellency, the governor, be requested to transmit a copy of the above preamble and resolutions to our senators and representatives in Congress.

PHIL. MOORE,
Speaker of the Assembly.
J. N. QUINN,
President of the Senate.

Approved, February 9, A. D. 1860.

JOHN G. DOWNEY,
Governor.

STATE OF CALIFORNIA, *Department of State.*

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the original resolutions approved February 9, A. D. 1860, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacramento, California, the 10th day of February, A. D. 1860.

[L. S.]

JOHNSON PRICE,
Secretary of State.
By E. E. EYRE, *Deputy.*

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 36.

IN THE SENATE OF THE UNITED STATES.

MARCH 20, 1860.—Ordered to be printed.

AMENDMENT proposed by Mr. KENNEDY to Mr. DAVIS's resolutions.

Resolved, That as the unity of government, ordained and established by the Constitution of the United States, is the main pillar in the edifice of our national existence, the support of our tranquillity at home, our peace abroad, of our safety, of our prosperity, and of that liberty we so justly prize, all should properly estimate the value of our constitutional union to our collective and individual happiness; and that all obstructions to the execution of the laws; all combinations and sectional organizations, under whatever plausible character, with the real design to direct, control, or counteract the deliberation and action of the constituted authorities, are destructive of this fundamental principle, and of fatal tendency.

Resolved, That the principles and purposes of the great northern party, which has, as lately authoritatively announced in this place, "but only one accepted and adopted policy," and is therefore based upon a single idea, and committed thereby to the continued agitation of the slavery question, to the neglect and detriment of the real and material interests of the country, are sectional, and tend to impair that more perfect union, to subvert that justice, to destroy that domestic tranquillity, to weaken that common defense, to retard that general welfare, and to imperil the blessings of liberty to ourselves and posterity which the Constitution of the United States of America was ordained and established to secure.

Resolved, That in respect to the Territories, the common property of the United States, it is the right of the citizens of the United States lawfully and permanently residing in any Territory thereof, to frame their constitution and laws, and to regulate their domestic and social affairs in their own mode, subject only to the provisions of the federal Constitution, with the privilege of admission into the Union whenever they have the requisite population for one representative in Congress. *Provided, always,* That none but those who are citizens of the United States under the Constitution and laws thereof, and who have a fixed residence in any such Territory, ought to participate in the formation of the constitution, or in the enactment of laws for said Territory or State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 37.

RESOLUTIONS

OF THE

LEGISLATURE OF VIRGINIA,

CONCERNING

Revolutionary and other claims of that State on the Government of the United States.

MARCH 21, 1860.—Ordered to lie on the table, and be printed.

RESOLUTIONS concerning revolutionary and other claims on the government of the United States.

1. *Resolved by the general assembly*, That Virginia having ceded to the confederation, at a time of imminent public peril, during the war of independence, a vast domain of her own, covering now the area of five large and prosperous States; and the cession of said domain having been accompanied with the condition, that out of the fund ceded, a reservation should be made, sufficient to meet all the land bounty engagements of Virginia, to her officers and soldiers of the revolution; and the Continental Congress having accepted such cession, with the condition and charge aforesaid annexed, Congress ought now, in a spirit of the utmost liberality, to recognize and satisfy every warrant issued by Virginia for service in the revolution, unless the same be tainted with fraud, and ought, on principle, as well as on considerations of international courtesy, in adjudicating claims founded on such warrants, to recognize and adopt, as binding on the Federal Government, all decisions of the constituted authorities of Virginia, regularly and fairly made.

2. *Resolved*, That all Virginia land bounty warrants issued for military service in the revolution, allowed by the constituted authorities of Virginia, at any time prior to the 1st day of March, 1852, and issued in pursuance of the uniform practice and usage in Virginia, ought, whether issued before or since the day last aforesaid, to be promptly satisfied and paid by Congress; and that our senators in Congress be instructed, and our representatives requested, to use their best efforts to procure the passage of an act so modifying the scrip act of August 31, 1852, as to require the Secretary of the Interior to satisfy in scrip all such warrants allowed at any time prior to March 1, 1852, and regularly issued by the proper authorities of Virginia, and coming within the principles already settled by the Department of the Interior

in the execution of the said act, whether the said warrants were issued before or since the 1st of March, 1852.

3. *Resolved*, That Thomas Green and John A. Parker be, and are hereby, continued as agents of the State, to recover from the government of the United States all interest, arrears of interest, or other moneys due from the said government to the Commonwealth of Virginia, on account of advances made by the said Commonwealth for the government of the United States; and that upon the recovery of said claims, it shall be the duty of said agents to obtain payment of the same by a draft from the United States government in favor of the auditor of public accounts of this Commonwealth, if the same shall be paid in money; but if in United States stock, or bonds, the same to be transmitted to said auditor; and the said auditor is hereby directed to pay to the said agents three per cent. commission on such amount as may be by them recovered.

4. *Resolved*, That the governor of this Commonwealth be requested to have transmitted to each of our senators and representatives in Congress a copy of this report and accompanying resolutions.

Agreed to by the house of delegates, March 2, 1860.

WM. F. GORDON, JR., *C. H. D.*

Agreed to by senate, March 13, 1860.

SHELTON C. DAVIS, *C. S.*

36TH CONGRESS, 1st Session. | SENATE | MIS. DOC. No. 38.

MEMORIAL

OF

CITIZENS OF WASHINGTON AND GEORGETOWN,

Praying authority to construct a railroad from Georgetown along Pennsylvania avenue to the Navy-yard, in Washington.

MARCH 21, 1860.—Ordered to lie on the table, and be printed.

To the Senate and House of Representatives of the United States in Congress assembled:

Your memorialists, citizens of Washington and Georgetown, D. C., respectfully show that, with about four hundred associates, whom they have been authorized to represent, they applied to Congress early in the present session for a charter to construct a horse passenger railroad from the Navy-yard to Georgetown. Previous to the application, books had been opened, and the whole amount necessary to construct and stock the road has been subscribed exclusively by our own citizens. The originators of this movement were gentlemen well known in this community as being opposed to every scheme which would make this great public improvement a mere foot-ball for speculators. They were admonished by occurrences in other cities that the hope of extravagant gain in such undertakings might excite cupidity, and give rise to fraud; and they therefore limited the amount of each individual subscription to ten shares, or $500, thus withdrawing their projected enterprise entirely from the field of speculation.

Since the application of your memorialists and their associates, some eight or ten respectable gentlemen presented an application for a charter for the same purpose, and the Senate committee have reported a bill to grant it to them, rather than to the several hundreds who had previously applied. To six or eight corporators the charter would be worth a large sum; to four hundred and odd equal corporators it could offer no speculative inducements. All who subscribed on the larger list stand ready to pay their subscription, on obtaining a charter, and they would expect their remuneration chiefly in a cheap, promptly built, well-made, well-managed railroad, in which all of our citizens who chose might be interested, and the stock of which would be distributed throughout the District in small individual amounts.

Your memorialists are perfectly well aware that they and their associates are not so well known to your honorable bodies as the respectable gentlemen named in the Senate bill; but they beg leave to say that they are mostly old citizens, identified for years with the welfare of Washington and Georgetown, and representing almost every trade and industrial pursuit, with both the means and the will to do as they agree. As evidence of their pecuniary ability to construct the road, the books of the corporation show that seventy-seven of their number are assessed at nearly two and a half millions of dollars for real estate alone, in the city of Washington; and they state, as a fact, that the real and personal property of your memorialists and associates is not less than five millions of dollars.

Your memorialists and their associates have not assumed, and will not assume, the right to say upon what conditions Congress should grant a charter. They know very well that Congress possesses the power to modify or reject any proposition they may make; and the sketch of a bill and other papers which accompanied their application were principally designed to furnish Congress with certain desirable data in the case. They would be glad to have conceded to them the more extended privileges proposed in the Senate bill. They are willing to accept any modification of their own plan that would not entail a positive loss; for the difference between a large and a small per centage upon an individual capital of $500 is too insignificant a matter for anxiety or controversy. They believe that it is the wish of the people of the District that a charter should be granted to your memorialists and their associates; that, if so granted, the stock would be held in small sums as investments; that it would never become a speculation; that the road would be honestly, promptly, and prudently built and managed; and that in comparison with the respectable gentlemen named in the Senate bill, their relative claims to the consideration of Congress are as their relative numbers, assuming that all are equally meritorious as individuals. Your memorialists are also entitled to whatever of advantage should belong to priority of application.

But whether Congress shall or shall not grant to your memorialists and their associates the charter they have asked, they trust that in whatever charter may be given, a provision will be made that the mass of our citizens shall have an opportunity of subscribing for the stock in limited individual amounts, so that the profits, if any, arising from fares may be so distributed among those who will have contributed most towards them.

And as in duty bound, &c.

Cornelius Boyle,	Wm. H. Ward,
John L. Smith,	S. D. Castleman,
Robert M. Sutton,	John F. Ennis,
J. W. Thompson,	J. M. Brodhead,
Nicholas Vedder,	John Van Riswick,
R. M. Combes,	Geo. Mattingly,
G. A. Bohrer,	George Parker,
Lewis Clephane,	B. F. Middleton,
W. F. Phillips,	Samuel Bacon,
Thos. U. Walter,	Samuel Cole,

Wm. R. Riley,
Jno. H. Wheeler,
Geo. Chipman,
S. P. Franklin,
Hudson Taylor,
J. C. Willard,
John Dickson,
Joseph Bryan,
Francis Mohun,
D. W. Mahon,
Robert Beale,
A. Thos. Smith,
John Dowling,
Samuel A. Houston,
B. Milburn,
Jno. L. Kidwell,
Richard Pettit.

MARCH 19, 1860.

RESOLUTIONS

OF THE

LEGISLATURE OF TEXAS,

REQUESTING

The Senators and Representatives of that State in Congress to procu the reimbursement of funds expended for the protection of the frontie and making other requests with reference to frontier affairs.

MARCH 22, 1860.—Referred to the Committee on Military Affairs and the Militia, a ordered to be printed.

JOINT RESOLUTIONS, requesting our senators and representatives in Congress to procu the reimbursement to the State of Texas of funds expended for the protection of the fro tier, and making other requests with reference to frontier affairs.

SECTION 1. *Be it resolved by the legislature of the State of Texas,* Th our senators and representatives in Congress are requested to procu the reimbursement to this State of all amounts expended in protectir the frontier.

SEC. 2. That the comptroller of public accounts be, and he i required to furnish a full statement of the amounts so paid or to l paid by the State for the protection of the frontier to the appropria department of the government of the United States.

SEC. 3. That our senators and representatives be requested to e deavor to obtain an indemnification to our citizens for property tak or destroyed by the Indians, and for losses sustained by the Cortin difficulties on the Rio Grande frontier, and the appointment by tl United States of a commission to examine personally through the d ferent portions of our frontier, the claims of our citizens.

SEC. 4. That our senators and representatives be requested to e deavor to procure the passage of laws prohibiting the buying of Ame can horses by any persons in New Mexico or other Territories of tl United States adjacent to Texas, from Indians roaming on the fronti of Texas and such Territories.

SEC. 5. And that they also endeavor to procure the passage of law authorizing the President to muster into the service of the Unit States the regiment of rangers authorized by this legislature to l called into the service of the State.

36TH CONGRESS, 1st Session. } SENATE. { MIS. DOC. No. 39.

RESOLUTIONS

OF THE

LEGISLATURE OF TEXAS,

REQUESTING

The Senators and Representatives of that State in Congress to procure the reimbursement of funds expended for the protection of the frontier, and making other requests with reference to frontier affairs.

MARCH 22, 1860.—Referred to the Committee on Military Affairs and the Militia, and ordered to be printed.

JOINT RESOLUTIONS, requesting our senators and representatives in Congress to procure the reimbursement to the State of Texas of funds expended for the protection of the frontier, and making other requests with reference to frontier affairs.

SECTION 1. *Be it resolved by the legislature of the State of Texas*, That our senators and representatives in Congress are requested to procure the reimbursement to this State of all amounts expended in protecting the frontier.

SEC. 2. That the comptroller of public accounts be, and he is, required to furnish a full statement of the amounts so paid or to be paid by the State for the protection of the frontier to the appropriate department of the government of the United States.

SEC. 3. That our senators and representatives be requested to endeavor to obtain an indemnification to our citizens for property taken or destroyed by the Indians, and for losses sustained by the Cortinas difficulties on the Rio Grande frontier, and the appointment by the United States of a commission to examine personally through the different portions of our frontier, the claims of our citizens.

SEC. 4. That our senators and representatives be requested to endeavor to procure the passage of laws prohibiting the buying of American horses by any persons in New Mexico or other Territories of the United States adjacent to Texas, from Indians roaming on the frontier of Texas and such Territories.

SEC. 5. And that they also endeavor to procure the passage of a law authorizing the President to muster into the service of the United States the regiment of rangers authorized by this legislature to be called into the service of the State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 41.

RESOLUTION

OF

THE LEGISLATURE OF TEXAS,

IN FAVOR

Of the incorporation of Captain John G. Tod, of the late navy of Texas, into the navy of the United States.

MARCH 22, 1860.—Referred to the Committee on Naval Affairs, and ordered to be printed.

JOINT RESOLUTION instructing our Senators and requesting our Representatives to use their influence to procure the incorporation of Captain John G. Tod, of the late navy of Texas, into the navy of the United States.

Whereas, the officers of the late navy of Texas having signed a full relinquishment and renunciation for further compensation and position in the navy of the United States, under the act of Congress of March 3, 1857, leaving to Captain John G. Tod the only claim upon Congress for a continuation of his rank in the navy of the United States: and whereas, it is the opinion of this legislature that Captain John G. Tod, of our late navy, by a liberal and just construction of the terms of annexation, should be incorporated into the navy of the United States in the rank he held previous to and at the time of annexation, and that he is justly entitled to the same, as well from the construction here claimed as from the high character with which he sustained the cause of his country during her struggle for independence: Therefore,

SECTION 1. *Be it resolved by the legislature of the State of Texas*, That our senators are hereby instructed, and representatives in Congress requested, to use their influence to procure the passage of a law by the Congress of the United States incorporating Captain John G. Tod, of the late navy of Texas, into the navy of the United States in the rank which he held in the late navy of Texas.

SEC. 2. *Be it further resolved*, That the governor be requested to cause copies of this joint resolution to be forwarded to the President of the United States and to each of our senators and representatives in Congress.

M. D. K. TAYLOR,
Speaker of the House of Representatives.
EDWARD CLARK,
President of the Senate.

Approved, February 3, 1860.

SAM HOUSTON.

DEPARTMENT OF STATE, AUSTIN, *March* 7, 1860.

I, the undersigned, secretary of state of the State of Texas, herel certify that the foregoing is a true copy of the original on file in th department.

In testimony whereof, I have hereto set my hand and caused tl great seal of state to be affixed the date above written.

[L. S.]

E. W. CAVE,
Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 42.

MEMORIAL

OF THE

LEGISLATURE OF THE STATE OF MISSISSIPPI,

IN RELATION

To the establishment of a navy-yard at Biloxi, in said State.

MARCH 27, 1860.—Read and referred to the Committee on Naval Affairs, and ordered to be printed.

A MEMORIAL of the legislature of the State of Mississippi to the Congress of the United States, in relation to the establishment of a navy-yard at the Bay of Biloxi, in said State.

Whereas there is a large amount of shipping engaged in commerce upon the waters of the Gulf of Mexico to ports of the United States, as well as those of foreign countries of great present value, and of growing importance; and whereas, there is needed some central point where the same may be built, repaired, and sheltered; and whereas, the material therefore may be cheaply, easily, and conveniently had at the mouth of the Bay of Biloxi, in said State of Mississippi; and whereas a government navy-yard is there needed, as well for domestic convenience and protection, as for general use and defense.

Be it therefore resolved by the legislature of the State of Mississippi, That our senators in Congress be instructed, and our representatives be requested to procure the establishment of a government navy and and dock-yard, at or near the mouth of the Bay of Biloxi, in the State of Mississippi, and that they urge upon the said Congress the necessity therefore arising out of the great and growing shipping interests upon the central waters of the Gulf of Mexico.

Be it further resolved, That the governor cause to be transmitted to each of our senators and representatives in Congress, a copy of the foregoing memorial and resolution.

Approved, February 7, 1860.

JOHN J. PETTUS.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 43.

MEMORIAL

OF THE

LEGISLATURE OF THE STATE OF MISSISSIPPI,

PRAYING

The cession of certain public lands, to aid in the construction of the Gulf and Ship Island railroad.

MARCH 27, 1860.—Read, referred to the Committee on Public Lands, and ordered to be printed.

A MEMORIAL of the legislature of the State of Mississippi to the Congress of the United States, praying the cession of certain public lands, to aid in the construction of the Gulf and Ship Island railroad.

Whereas, the building of the Gulf and Ship Island railroad is an enterprise of great importance to the interest and prosperity of the State of Mississippi, and important to the agricultural and commercial development of the western States and northwestern territory, connecting, as it will, with lines of railroad that run through the most fertile and productive lands in the world, and designed to build up at its southern terminus a commercial city on the seaboard, which will have the advantage of one of the first harbors in the gulf or upon the Atlantic coast; and whereas federal government is interested in having the means for a speedy transit in time of war to this otherwise almost defenseless coast; and whereas the lands in the southern portion of Mississippi, through which this road is designed to run, are valueless without the success of this enterprise, being available for lumber or the production of turpentine alone, which, to be profitable, must have cheap and speedy transportation: Therefore,

Resolved by the legislature of the State of Mississippi, That our senators in Congress be instructed and our representatives be required, to use their best exertions to procure the passage of an act by the Congress of the United States, donating, in addition to what it has already granted, five hundred thousand acres of land, to be held in trust by the State of Mississippi, for the completion of said Gulf and Ship Island railroad; or for so much land, in addition to the present grant, as Congress in its wisdom may be willing to donate.

Resolved, That should Congress refuse to make an additional grant of lands for said work, that our senators be instructed and our repre-

sentatives required, to procure for the State of Mississippi, if possible, the privilege of entering, at the minimum price, all the public lands lying within —— miles on both sides of the air line connecting its southern with its northern terminus.

Resolved further, That the governor be instructed to furnish our renators and representatives, each, with a copy of the foregoing memorial and resolutions.

Approved, February 10, 1860.

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 44.

MEMORIAL

OF THE

LEGISLATURE OF MISSISSIPPI,

IN RELATION

To the graduation act of lands belonging to the general government, to the Mobile and Ohio railroad, and the Southern railroad.

MARCH 27, 1860.—Read, referred to the Committee on Public Lands, and ordered to be printed.

MEMORIAL of the legislature of the State of Misssissippi to the Congress of the United States, in relation to the graduation act of lands belonging to the general government, lying within six miles of the Mobile and Ohio railroad, and the Southern railroad, within the limits of this State.

Whereas in the act of Congress donating alternate sections of public lands to the Mobile and Ohio railroad, and the Southern railroad, the remaining sections were by the same act raised to twice their former minimum price, and double the price of public lands lying outside of the six miles limit designated in said act; and whereas a large majority of said lands now public will remain in the hands of the government unless offered at a less price than $2 50 per acre, so as to secure a more ready market for said lands, thereby benefitting the government as well as the purchasers: Therefore,

1. *Resolved by the legislature of the State of Mississippi*, That our senators and representatives in Congress be requested to procure the passage of a law by which said lands shall be offered upon more reasonable terms.

2. *Resolved*, That the governor cause to be transmitted to each one of our senators and representatives in Congress a copy of these resolutions and memorial.

Approved, February 10, 1860.

furnished with the proper forms for so to do, and they not knowing the necessity thereof.

And, therefore, your memorialists beseech your honorable bodies that, in addition to the appropriation heretofore made by last session of Congress of $25,000, for actual necessary expenses of the said militia, that an early appropriation of at least $140,000 be made for the pay proper, commutation, and emoluments for the services rendered by the said militia, from the counties referred to in this memorial; and that they also be allowed the benefits of the donation acts of Congress for bounty land, &c., believing, as we do, that they are justly entitled to the said compensation, (the same as mounted volunteers,) for the term of six months.

And your memorialists will ever pray.

M. ASHURST,
Speaker of the House of Representatives.
DONACIANO VIGIL,
Presidente del Consejo Legislativo.

[SEAL.] A true copy of the original, passed session of 1857–58.
Witness my hand and seal of office, January 14, 1860.

A. M. JACKSON,
Secretary Territory of New Mexico.

MEMORIAL of the Legislative Assembly of the Territory of New Mexico.

To the Senate and House of Representatives of the United States in Congress assembled:

Your memorialists represent, and have the honor to lay before your honorable bodies, that during the year A. D. 1850, Hon. Ramon Luna, prefect of the county of Valencia, and Territory of New Mexico, under orders No. 22, from Colonel E. W. Newby, commanding ninth military department, dated Santa Fé, New Mexico, March 27, 1847, and with permission from Colonel John Monroe, United States army, civil and military governor of New Mexico, organized, and called out for the defense of New Mexico, a battalion of mounted volunteers to repel the continual hostilities of the Navajo Indians, then at war with the United States within this Territory; that said battalion was composed of four companies, consisting of about three hundred and forty-two men, and served from the 15th day of November, 1850, to the 20th day of January, A. D. 1851, in actual service in the field in pursuit of the hostile Navajo Indians; and during said period they were in several engagements with the enemy, in which engagements several men and horses were killed, and a large amount of property recaptured from the Indians, (see Major Luna's report, published in House Documents, part 3, 1851–52;) and further, all the persons that rendered service as above-mentioned, furnished themselves with everything during the two months and five days they were in service; and further, they would respectfully refer to the muster rolls of nearly all of said volunteers, on file in the adjutant general's office, Washington, D. C., copies of which are now on file in the secretary's office of this Territory; they would also respectfully refer to Annual Messages and accompanying Documents, first session Thirty-second Congress, 1851–52,

SEC. 6. That these joint resolutions be in force from and after their passage.

M. D. K. TAYLOR,
Speaker of the House of Representatives.
EDWARD CLARK,
President of the Senate.

Approved, February 14, 1860.

SAM HOUSTON.

DEPARTMENT OF STATE,
Austin, March 7, 1860.

I, the undersigned, secretary of state of the State of Texas, hereby certify that the foregoing is a true copy of the original joint resolutions on file in this department.

[SEAL.] In testimony whereof, I have hereto set my hand and caused the great seal of State to be affixed, the date above written.

E. W. CAVE,
Secretary of State.

Hon. Miguel Antonio Otero, our delegate to the Congress of the United States, at Washington, D. C., as soon as practicable.

JOSÉ GUADALUPE GALLEGOS,
Speaker of House of Representatives.
LAFAYETTE HEAD,
President of the Legislative Council.

A true copy of the original, passed session 1858–59. Witness my hand and seal of office, January 14, 1860.
[SEAL.]

A. M. JACKSON,
Secretary Territory of New Mexico.

Hon. MIGUEL ANTONIO OTERO,
Delegate to the Congress of the United States from the Territory of New Mexico.

MEMORIAL of the Legislative Assembly of the Territory of New Mexico.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

Your memorialists, the council and house of representatives of the legislative assembly of the Territory of New Mexico, in session assembled, would respectfully represent to your honorable bodies that the legislative assembly of this Territory, during its session in the years anno Domini 1857 and 1858, passed a memorial, memorializing the Congress of the United States in relation to, and asking and praying for an appropriation for, the payment of two brigades of militia (one from the county of San Miguel and the other from Rio Arriba) organized and called into actual service in the field in the military service of the United States by his excellency William S. Messervey, acting governor of New Mexico, in anno Domini 1854, and also that the legislative assembly aforesaid during its session passed another memorial, memorializing the aforementioned Congress, asking and praying for an appropriation for the payment of a battalion of New Mexican mounted volunteers, organized in the county of Valencia, Territory aforesaid, and commanded by Major Ramon Luna, during a campaign against the Navajo Indians, in anno Domini 1850 and 1851; and further, that during the years anno Domini 1858 and 1859, the legislative assembly of New Mexico, in session assembled, passed a preamble and joint resolution, directed to the Hon. Miguel A. Otero, delegate in Congress of the United States for this Territory, calling on and respectfully requesting him to call the attention of Congress to the aforesaid memorials and subject during the last session of the said Congress; therefore, your memorialists most respectfully call the attention of your honorable bodies to the aforementioned memorials and subject, asking and praying that you will give the same a favorable consideration, in order that the wishes of your memorialists may be carried out, and an early and liberal appropriation (of at least the amount asked for in the aforesaid memorials) be made for the payment of the patriotic service rendered by the aforementioned militia and volunteers, and your memorialists will ever pray, &c.

And whereas, it is the earnest desire of this legislative assembly that

the aforesaid memorials, preamble, and joint resolution be placed in the hands of proper persons, in order that the subject may be properly placed before Congress: Therefore,

Be it resolved by the legislative assembly of the Territory of New Mexico in session assembled, That the Hon. A. M. Jackson, secretary of the Territory, be, and hereby is, respectfully requested to forward to Hon. Miguel A. Otero, our delegate in Congress, to the honorable Speaker of the House of Representatives and President of the Senate, to the honorable Chairman of the Committee on Ways and Means, House of Representatives, and to the Hon. John S. Phelps, member of Congress from Missouri, one copy each of the above-mentioned memorials and preamble and joint resolution, and also to each of said persons one copy of this memorial, at as early a date as practicable.

JOSE GUADALUPE GALLEGOS,
President of the Senate.
LEVI J. KEITHLY,
Speaker of the House of Representatives.

A true copy of the original passed session of 1859–60. Witness my hand and seal of office January 14, 1860.

[L. S]

A. M. JACKSON,
Secretary Territory of New Mexico.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 46.

RESOLUTIONS

OF THE

LEGISLATURE OF WISCONSIN,

RELATIVE TO

Grants of public lands to actual settlers, and to the passage of "the homestead bill."

APRIL 2, 1860.—Read, ordered to lie on the table, and be printed.

JOINT RESOLUTIONS relative to grants of public lands to actual settlers, and to passage of "the homestead bill."

Whereas, it is no longer the settled policy of the national government to dispose of the public lands with the sole object of deriving a revenue therefrom; and, whereas, a sound national policy, not less than a wise and generous philanthrophy, indicates that the main object to be attained in the disposal of those lands should be a speedy settlement by a free and industrious population: Therefore,

Resolved by the assembly, the senate concurring, That the best interests of the whole country would be promoted by the passage of an act by the general government substantially throwing open the public lands in limited quantities to actual settlers free of cost.

Resolved, That as a measure of practical legislation, designed to secure the greatest of all material objects in a free State, "homes for all," we highly approve of the bill of Hon. Galusha A. Grow, of Pennsylvania, just passed by the House of Representatives at Washington, commonly known as the homestead bill; and we hereby declare the wish of the people of Wisconsin, to be almost if not entirely, unanimous that the said bill should become the law of the land.

Resolved, That the governor be requested to forward a copy of the foregoing preamble and resolutions to the President of the United States, and to each of our senators and representatives in Congress.

WILLIAM P. LYON,
Speaker of the Assembly,
BUTLER G. NOBLE,
Lieut. Governor and President of the Senate.

Approved, March 28, 1860.

ALEXANDER W. RANDALL.

STATE OF WISCONSIN, *Secretary's Office, ss:*

The secretary of state of the State of Wisconsin hereby certifies that the foregoing joint resolutions have been compared with the original enrolled instrument on file in this office, and that the same is a true and correct copy thereof and of the whole of such original.

In witness whereof, I have hereunto set my hand and affixed the [SEAL.] great seal of the State, at the capitol in Madison, this twenty-ninth day of March, A. D. 1860.

EDWARD ILSLEY,
Assistant Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 47.

JOINT RESOLUTION

OF

THE LEGISLATURE OF IOWA,

FOR

Additional mail facilities.

APRIL 4, 1860.—Referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

A JOINT RESOLUTION for additional mail facilities.

Resolved by the general assembly of the State of Iowa, That our senators in Congress be instructed, and our representatives requested, to use all proper means to secure the establishment by the general government of a mail route, with tri-weekly service, from Cedar Rapids, in Linn county, *via* Toledo, Butterville, Legrand, Marshalltown, Marietta, and Nevada, to Boonesboro', in Boone county, and that the secretary of state be required to forward to each of our senators and representatives in Congress, and to the Postmaster General, a duly certified copy of this resolution.

JOHN EDWARDS,
Speaker of the House of Representatives.
NICHOLAS J. RUSCH,
President of the Senate.

Approved, March 26, 1860.

SAMUEL J. KIRKWOOD.

STATE OF IOWA, *ss:*

I, Elijah Sells, secretary of state of the State of Iowa, hereby certify that the foregoing is a true copy from the original roll on file in my office.

In testimony whereof, I have hereunto set my hand and affixed the great seal of the State of Iowa. Done at Des Moines, [SEAL.] this the 26th day of March, A. D. 1860.

ELIJAH SELLS.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 48.

MEMORIAL OF DUFF GREEN,

PRESIDENT OF THE

SABINE AND RIO GRANDE RAILROAD COMPANY,

IN THE

State of Texas, praying such enlargement of the powers and privileges of said company as will enable them to extend their road to the Pacific, at or near Mazatlan.

APRIL 4, 1860.—Ordered to lie on the table. Motion to print referred to the Committee on Printing.
APRIL 5, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

To the honorable Senate and House of Representatives of the United States in Congress assembled:

SABINE AND RIO GRANDE RAILROAD.

The memorial of the undersigned respectfully represents, that he is president of the Sabine and Rio Grande Railroad Company, organized under a charter granted by the State of Texas with authority to construct a railroad from the Sabine, through the cities of Austin and San Antonio, to such point on the Rio Grande, as, after exploration and survey, may be selected as the crossing, with a view to extend this railway to the Pacific, at or near Mazatlan; and that he has made arrangements with parties having a grant from the government of Mexico for a railway from the Rio Grande to the Pacific, for the union of the interests of the two companies, thus securing the right to construct a railway from New Orleans to the Pacific, at or near Mazatlan; for the Sabine and Rio Grand railway will be an extension of the New Orleans and Opelousas and Great Western railway from the Sabine, at which point they form a junction. Your memorialist further represents that it is the further purpose of the Sabine and Rio Grande Railroad Company, and of the New Orleans and Opelousas and Great Western Railroad Company to aid in the construction of a railroad from Austin or San Antonio, in Texas, to some suitable point on the Southern Pacific railroad, or to such other road north of that road, if a more northern route be selected as the railroad mail route to California; and that therefore the Sabine and Rio Grande Railroad Company and the New

Orleans and Opelousas and Great Western Railroad Company, and the whole people of the United States are especially and deeply interested in the early completion of these lines of communication with the Pacific, at Mazatlan, and with San Francisco; and he would urge that there are special reasons which give to these lines of railway claims for aid in their construction, some of which he begs respectfully to submit.

IMPORTANCE OF THE ROUTE.

Investigation has proved that the geological structure of the eastern part of the continent corresponds in a remarkable regularity with the sea-coast, and late surveys show that that correspondence extends through Texas into Mexico; and, although extraordinary efforts have been made in the development of the northwest, a glance at a railroad map of the United States will show that the route from Portland, in Maine, through Boston, New York, Philadelphia, Baltimore, Washington, Lynchburg, Knoxville, Mobile, New Orleans, and Texas, to Mazatlan, will be one of the main arteries of commerce and travel, and that whether it and the lines connecting it with the interior and the sea-coast be considered in reference to peace or war, to the relations of the several States with each other, or to their intercourse and commerce with foreign nations, it is, of all the railways now made, or to be hereafter made, in the United States, the most important. As the New Orleans, Opelousas, and Great Western and Sabine and Rio Grande railroads are parts of this line which, with appropriate aid from the United States, will soon be completed, this fact might be urged as sufficient of itself to secure special legislation, if the required aid could not be otherwise obtained; but your memorialist believes that it is the duty of Congress, in view of the obligations imposed by the Constitution, to adopt a system applicable to the transportation of the mails which will embrace all other railroads, and give to these companies all that they require, and that this system instead of increasing will diminish the expenditures of the Post Office Department. But there is another consideration which, at this time, appeals with peculiar force to Congress, and makes it the imperative duty of the federal government to grant the aid we ask for, if it be within the scope of the powers delegated to your honorable body, which the undersigned believes it to be.

OF THE TARIFF AND ABOLITION.

THE CONSTITUTION declares, that it was established "in order to form a more perfect union, establish justice, insure domestic tranquillity, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity;" and no one, however deaf to the voice of patriotism and duty he may be, can have witnessed or read the discussions which have occupied the present Congress, without being impressed with the fact that the most prominent feature of party politics is the sectional conflict between the North and South; the South uniting in opposition to what is termed a protective duty, because they believe that the effect of such a duty will be to tax the produce of their industry for the benefit of Northern

labor, and the North being opposed to African slavery, because they believe that the influence of the South prevents such a modification of the tariff as will, in their opinion, give prosperity to the North. It is in this view that the North and the South have been accustomed to consider their respective industrial interests, until grave statesmen have announced an "irrepressible conflict" between slave labor and free labor, and the question which at this time most occupies the Congress, the press, and the people, is the effect of the next presidential election upon the perpetuity of our Union.

ORGANIZATION OF THE ABOLITION PARTY.

Whilst he concedes sincere and honest conviction to many of those who differ with him in opinion, and admits that there are many who believe that African slavery is "*a cruel injustice to the slave and a curse to the master*," and ought therefore to be abolished, the undersigned in view of its history and progress, and especially in reference to its organization in England and in the United States, believe, it is clearly demonstrable, that the abolition party had its origin in the same motives and passions which gave birth to the slave trade itself, to wit: in avarice and ambition; in the desire to accumulate wealth and power; and, plausible as he admits the arguments to be by which the passions and prejudices of many good and pious persons have been enlisted in this sectional warfare on the rights and interests of the South, such is his abiding confidence in the power of truth, aided, as he believes it will be, by the intelligence, virtue, and patriotism of the people, to whom is confided the preservation, protection, and defense of the Constitution, that he does not hesitate to submit to your honorable body, who are their representatives, some of the facts and arguments which he believes should, and, which he hopes, will tend to harmonize conflicting interests, and thus allay the passions and prejudice which now disturb the peace and threaten the future welfare and prosperity of this country.

THE PROPOSITION SUBMITTED for consideration is, the capitalization of the sums paid, under the present system, for railroad mail service; and as his purpose is, to urge this measure in aid of the construction of railroads in the South, it is apparent that it is desirable to show that the North and the South have a common interest and should therefore unite in its support. He respectfully submits, &c.:

1st. That the tariff is more a question of *cheap capital* than of cheap *labor*, and is therefor a question of *currency*, which is common to the North and to the South, and affects in like manner the interests of both sections.

2d. That so far as it relates to the African, the issue between the white race and the black is subjection and protection, or war and extermination.

3d. That slavery is indispensable to the maintenance of a republican form of government, and that God in his providence introduced the African into this country, because his purpose is to use the products of slave labor to aid in the diffusion of civilization and Christianity throughout the world.

OF VALUE.

In the discussion of these questions it is indispensable that the meaning of terms be properly defined, and especially the meaning of the terms "value," "money," and "currency." "*Value*" is that quality of a thing which is capable of being transferred, and which is considered equal to some other thing or things which it is agreed between two contracting parties shall be given for it. Thus air, water, climate, good society, honors, and all articles for which men will pay a price, are of "value."

OF THE STANDARD OF VALUE.

Things which are capable of multiplication and exact reproduction to an extent equal to the demand, are valuable in reference to a *fixed standard* of value.

The standard by which the value of goods and services is properly estimated, in ordinary cases, in Europe, is *corn;* in eastern countries, it is *rice;* because food is the greatest necessity of life, next to air and water. Without it, man cannot sustain life; and having this, he can at all times barter his superfluity of it for all other things. It can only be obtained by labor; and with labor, it may always be obtained in proportion to the wants of the community. It is perishable, and therefore cannot be laid up in store or accumulated, so as to cause it at any time to lose its value. Thus, it is guarded from enhancement on the one hand or depreciation on the other; and these two qualities, joined with its universal desirableness and invariable necessity, fit it preëminently for a *standard* of value. Further, it may be obtained by the lowest degree of skill; so, as long as there is land to be cultivated, there is no need that any man, however humble his capacity, should perish for the want of it, or suffer from the privation of anything which he can procure in exchange for it.

It is admitted that, as the quantity of corn varies from year to year, the average of five, seven, or ten years, should be taken to form a *standard* of value.

OF THE MEASURE OF VALUE.

As there would be great inconvenience in the payment of debts with corn or rice, gold and silver are made the *measure* of value, and this has been done by estimating the service or *labor* required to bring gold and silver from the mines, and computing the compensation of such service or *labor* in corn. We then give gold instead of corn as an equivalent for goods or services. But it will be seen that, as gold as well as corn is the product of labor, labor is the true source of national as well as individual wealth and prosperity, and that labor is the natural condition of the white man and the black. Hence, the true question for civilized society is, how can the labor of man be made most conducive to the purpose of his creation? and what proportion of the

joint products of capital and labor shall go to capital, and what to labor?

Money is a *token* of certain nominal amount, issued by government in return for value received, and payable for taxes, whence it becomes, of necessity, a *legal tender*.

Currency is money of the State, and also bills of exchange, bank-bills, and checks; all of which, being accustomed to pass current among men, in the transaction of business, as the representatives of value, are hence called *currency*. Therefore,

Value is that quality in things which makes them an object of barter.

Corn is a *standard* of value.

Gold and *silver* are the *measures* of value.

Money is a *token* issued by the government, and made a legal tender in payment of debts.

Currency is money or credit, used in the transfer of the produce of the soil, or of labor, from the producer to the consumer.

CONGRESS TO COIN MONEY AND REGULATE ITS VALUE.

The Constitution gives to Congress the power to *coin* money and regulate the value thereof, and of foreign coins, and fix the standard of weights and measures. It provides further, that "no State shall coin money," and that "no State shall make anything but gold and silver coin a tender in payment of debts." It likewise provides that "no State shall emit bills of credit." These provisions show conclusively that the term "money," as used in the Constitution, applies exclusively to such as may be *coined* by authority of Congress, and to foreign coins, the value of which has been regulated by Congress; or, in other words, the money of the Constitution is that, and that only, which is made a legal tender in payment of debts; and, therefore, inasmuch as gold and silver coin only is a legal tender in payment of debts, nothing but gold and silver coin is money. Yet, in common parlance and the ordinary operations of trade, bank notes, payable in specie *on demand*, are accounted as money, and are so accounted because they are paid in money on demand. Bank notes, therefore, are not money, although they are used as money.

OF BANK NOTES.

Our government is a hard-money government, and by some it has been said the issue of bank notes is forbidden by that clause of the Constitution which forbids the States to emit bills of credit, upon the ground that *qui facit per alium, facit per se*, and that, inasmuch as a State cannot issue a bill of credit, so a State cannot authorize a bank to do that which itself is forbidden to do.

Noah Webster defines a bill of credit to be "*a bill or note for raising money on the mere credit of a State;*" and it is such a bill of credit that is forbidden by the Constitution. Now, as a bank note is not such a bill of credit, it follows that a bank note is not a bill of credit such as the States are prohibited to issue.

A bank note is not emitted by the State; it is not money, nor is it a

legal tender. It is the obligation of an individual or a company promising to pay money. It is an evidence of debt, which the bank is bound to pay in money, and does not come within the policy which it was the purpose of the Constitution to enforce. That purpose was to regulate the value of money, so as to "establish justice" between the debtor and creditor; to give a measure of value certain and fixed, so that the debtor may always know what he is bound to pay, and the creditor may know what he is entitled to receive. The States had emitted bills of credit, which they had made a legal tender. This it was the purpose of the Constitution to forbid. The banks are created by the States, it is true, but they are not the States, and, being chartered companies, they may lawfully contract debts as other chartered companies may. Their notes are obligations to pay money, as the notes, or bonds, or obligations of other chartered companies are; and with the same propriety it may be said that the note or bond of a railroad company, or of a manufacturing company, is a bill of credit, because such company is created by the State, as that a bank note is a bill of credit, because the bank is chartered by the State. As neither is a bill of credit *emitted* by the State, so neither is forbidden by the Constitution.

OF BILLS OF EXCHANGE.

Although nothing but gold and silver can be made a legal tender in payment of debts, bank notes and bills of exchange are used as currency, and, under a well regulated system of credit, are of equal value with gold and silver in the transfer of the produce of the soil and of labor from the producer to the consumer; for under such a system the notes and bills used as currency are convertible into gold and silver, and, being more convenient for the operations of trade, are of greater value; but, inasmuch as to make them equal to gold or silver, they must be at all times convertible, it follows that the currency should consist of such proportions of gold and silver, and of notes and bills, that the latter, used as currency, may be at all times converted into specie. And, inasmuch as the relative proportion of gold and silver, and of notes and bills, requisite to organize such a system of credit, will be regulated by the quantity of gold and silver required to pay on demand such of the notes and bills as in the current operations of trade may be presented for payment, it follows that, if the quantity of gold and silver is sufficient to pay the notes and bills on demand, then such notes and bills will be of equal value to gold and silver; and, inasmuch as all the gold and silver, beyond the sum thus required to maintain the value of the notes and bills used as currency, will be "*dead capital*," it follows, likewise, that no gold and silver, beyond the sum required to maintain the par value of the notes and bills, is necessary to give us a mixed currency, consisting of gold, silver, notes, and bills, which will be of greater value than gold and silver alone would be in all the operations of trade.

The bearing of this proposition is of so much importance as to require illustration. If a merchant in London wishes to purchase $100,000 worth of wheat at Chicago, or of cotton at New Orleans, and the owners at Chicago and New Orleans require him to transfer gold

from London, it is apparent that he must accumulate a capital of $100,000, which, from the time it is so accumulated (that is, from the time he leaves London) until he can realize upon the sale of the wheat or cotton, will be dead and unproductive. In addition to this, there must be paid insurance and cost of transportation. Is it not apparent that the interest and these charges must be deducted from the price which the purchaser could afford to pay for the wheat or the cotton, and that these extra charges fall upon the producer, and are deducted from the price which he would otherwise receive?

For, as the gold or silver is worth more in London than it would be at Chicago or New Orleans, if, instead of being subject to the risk and cost of transporting it from London, the purchaser could draw a bill of exchange, that bill (the money in London being worth more than in Chicago or in New Orleans) would bring a premium, it follows that the owner of the wheat or cotton would receive the cost of transportation, the interest, the insurance, and the premium, in addition to the price which such purchaser could afford to pay if he were compelled to transfer the gold and silver to make the payment.

OF THE CLEARING-HOUSE.

Again: "The clearing-house at London, as its name indicates, is an establishment to which every day the accounts of individuals, traders, and others, come for liquidation, through the intermediation of their bankers. In 1859 this establishment had already attained such efficiency that, for the annual liquidation of £950,000,000 sterling, ($4,750,000,000,) or three millions ($15,000,000) daily, it required, on an average, each day, £200,000 in sovereigns, ($1,000,000,) or rather in bank notes. At present, with a mass of transactions amounting to £1,500,000,000, or £2,000,000,000 sterling annually, ($10,000,000,000,) instead of a proportionate addition to the £200,000 required for the daily balance being necessary, not one shilling is wanted. The clearing-house now dispenses completely with the use of bank notes; all is settled by the transfer of sums from one account to another in the books of the Bank of England." (See *Mr. Cobden's translation of Chevalier on Gold, page* 98.) The same writer proceeds: "This is the place to point out the increase that has taken place by the employment of bills of exchange, and to compare it with the stationary state of the amount of bank notes in circulation. An estimate, somewhat conjectural, but still plausible, made by an English banker, Mr. Latham, taking for his point of departure the produce of the stamps on commercial bills, make the mass of the bills of exchange drawn in the United Kingdom, in 1839, amount to £528,000,000 sterling. The augmentation was continual; from 1832 it was at the rate of £24,000,000 *per annum*. A more interesting fact, probably, is the amount of bills of exchange at one time in circulation, which, it would seem from the same calculation, amounted, at a given date in 1839, to £132,000,000 sterling; according to this, the average annual increase since 1832 must have been more than £18,000,000 sterling, ($90,000,000.)

"The statistical accounts of Mr. William Newmarch, the able fellow-laborer of Mr. Thomas Tooke, of the two last volumes of the history

of prices which appeared in 1857, give the total number of bills of exchange in circulation at a given moment in the United Kingdom in 1856, at about £180,000,000 sterling, or, probably, as he adds, nearly £200,000,000—£200,000,000 of bills of exchange against less than £40,000,000 of bank notes. What more need be said to prove that, in a country where the commercial institutions are in an advanced state, the currency of every kind, whether metallic or paper, fills, in respect to quantity, a secondary part?"

The same writer says:

"Now we know, in the most exact manner, the variations which in England the quantity of paper *money* necessary for her transactions undergoes. The official returns show periodically the amount of bank notes in circulation. A glance at these returns is sufficient to show that the sum total is almost stationary, in spite of the astonishing rapidity in which her commerce has increased. In ten years, from 1846 to 1856, for Great Britain alone, which is the great seat of the commerce of the United Kingdom, the circulation of bank notes has only increased £75,904 upon £30,925,123, ($379,520 upon $154,725,615,) or an annual average of the insignificant sum of £7,590 only, in the proportion of 1 to 4,000—a proportion, so to speak, imperceptible alongside of its population, and especially of that of its commerce, as is disclosed to us, among other signs, by the table of importations and exportations."

"If we confine ourselves to England and Wales, which comprise the most populous, the most industrial, and the richest portion of the United Kingdom, it will be found that from 1846 to 1856 the average circulation (of bank notes) instead of increasing had diminished, and that even for the very inconsiderable sum of £1,592,500, ($7,962,500.)"

OF THE USE OF CREDIT IN ENGLAND.

These extracts show that in England commerce and currency are so regulated that most of their transactions are made by credit, and that, although gold and silver are the measure of value, and therefore the basis upon which their commerce and credit rest, the relative proportion of the precious metals requisite to give stability to the value of credit and property is comparatively small; yet, small as this proportion of gold and silver is, the requisite sum is indispensable to preserve the vitality of credit and of commerce; for they are to credit and to commerce the vital principle, as the blood is to the human system, and therefore it will be seen that, to regulate the value of money, Congress must do more than to fix the weight and fineness of the gold and silver coin. Thus, as there are about fourteen pounds of blood in the human body, which, by force of the contraction of the heart, is driven into circulation and maintains vitality, and we know that in case, from any cause, the quantity be reduced, if it be only one seventh part thereof, the heart being no longer able to maintain the circulation, the system will sink, until by food and air the requisite quantity be restored; so it is that gold and silver, being the vital principle of commerce and of credit, if, at any time, from any cause, the quantity be reduced below the sum required, commerce and credit will be depressed, until

the requisite sum be regained; and, therefore, inasmuch as bank notes and bills of exchange are not equal in value to gold and silver, unless they are, at all times, paid on demand, and it required a certain proportion to be held in reserve for the payment of the notes and bills used as part of the currency, it follows that the proper questions for consideration are—

WHAT IS THE PROPER RELATIVE PROPORTION OF GOLD AND SILVER requisite to maintain the par value of a mixed currency consisting in part of notes and bills? And how is that proportion to be maintained?

The answer to these questions is to be found in the history of banks and bankers, and their relation, past, present, and future, to finance, commerce, and credit.

Jacobs says: "The gold and silver in a country, contrary to the opinions of the vulgar, are the least part of its wealth. They can scarcely, under any of the changes of metallic value which they may cause in other commodities, amount to an hundredth part of the wealth of the country; and in a prosperous state they will bear a much less proportion. The possession of them is real wealth only in a small degree, though every addition to them produces real wealth by the stimulus which the apparent advance of prices gives to every kind of industrious exertion."

Mr. Calhoun, in his speech on the recharter of the Bank of the United States, in March, 1834, said: "If we take the aggregate property of a community, that which forms the currency constitutes in value a very small proportion of the whole. What this proportion is in our country and other commercial and trading communities is somewhat uncertain. I speak conjecturally in fixing as one to twenty-five or thirty, though I presume this is not far from the truth."

Adam Smith says: "The gold and silver which circulates in any country, and by means of which the produce of its land and labor is annually circulated and distributed to the proper consumers, is in the same manner as the ready money of the dealer, all *dead stock;* it is a very valuable part of the capital of a country, which produces nothing to the country. The judicious operations of banking, by substituting paper in the room of a great part of this gold and silver, enables the country to convert a great part of this dead stock into active and productive stock, which produces something to the country."

And again, he says: "A paper money, consisting in bank notes, issued by a people of undoubted credit, payable on demand without any condition, and in fact always readily paid as soon as presented, is, *in every respect, equal in value to gold and silver money.*"

Ricardo, who by some is regarded as equal authority, says:

"If there was perfect security that the power of issuing paper money would not be abused, that is, if there was perfect security for its being used in such quantities as to preserve its value relatively to the mass of circulating commodities nearly uniform, *the precious metals might be entirely discarded from circulation.*"

These authorities show, that gold and silver being the measure of values, a certain quantity only is required to maintain the value of credit, and that bank notes and bills of exchange, payable on demand,

being cheaper and more convenient, will be used in preference to gold and silver in the operations of trade; and that, as the sum required, according to Jacobs, is not more than one per cent. of the values of property, and according to Mr Calhoun not more than four per cent., and as all above this sum is "dead stock," it follows, that as labor is the only means of accumulating capital, and so large a proportion of credit may be used in giving it employment, and as the chief end of government is to protect and promote the acquirement of property, it is the duty of a good government to foster and promote all legitimate means of giving strength and activity to credit, as a means of promoting the prosperity of the people.

The undersigned is aware that there is a deep-seated prejudice against the use of credit, resulting from monetary revulsions, and therefore it is proper, in this connection, to explain the causes by which the revulsions have been produced.

OF THE INCREASE OF GOLD AND SILVER, AND ITS EFFECT ON PRICES.

Jacobs says, that in Wilkins's Leger, (Saxon,) as quoted by Dr. Henry, we have the prices of various articles in England, in the reign of Ethelred, about the year 997, which the learned doctor has calculated with great correctness in money of the present time:

Price of a man or slave	£2	6*s.*	3*d.*	sterling.
Price of a horse	1	15	2	"
Price of a mare or colt	1	3	5	"
Price of an ass or mule		14	1	"
Price of an ox		7	½	"
Price of a cow		6	2	"
Price of a swine		1	10½	"
Price of a sheep		1	2	"
Price of a goat			4½	"

We are told, upon the same authority, that at the end of the tenth century a bushel of wheat was sold in Alsace and in Saxony for less than a penny farthing, and that about two hundred and sixty years later, the same measure of wheat was sold for about 3¼ pence.

Jacobs says, the wages of labor, and the rates allowed for the subsistence of persons, may both be usefully employed to estimate the value of the precious metals. By an act, 36 Edward III, in the year 1414, it is ordered that no man shall give to a parish priest more than £10 a year, or else his board and £4 a year. In 1421, the Archbishop of Canterbury, in convocation, confirmed a former order, by which each priest was to content himself with 8 marks a year, or with 4 marks and his diet. In 1351, workmen took their wages in wheat, at 16 pence per bushel, and weeders and haymakers were paid at the rate of 2½ pence per day; reapers, 4 to 6 pence per day; masons and tilers, 6½ pence per day; and other laborers, 1¼ penny per day. In the year 1470, Edward IV held King Henry VI a prisoner in the Tower. He was attended by ten persons, and the allowance for the subsistence of the whole was at the rate of £3 10*s.* per week; and lady Anne, daugh-

ter of King Edward III, who was married to Lord Howard, son of the Earl of Surrey, was allowed, in 1496, £1 11*s*. weekly "for her exhibition, sustentation, and convenient diet of meat and drink; also, for one gentlewoman, one woman, one girl, one yeoman, and three grooms, in all eight persons, £80 12*s*. per year, which included their clothing and wages, besides £25 10*s*. 4*d*. for the maintenance of horses."

We make these extracts, that the prices before and after the discovery of America may be compared with each other, and that we may realize the effect of the increase of the quantity of precious metals which Jacobs estimates to have been in 1599 about £155,000,000 ($575,000,000,) "being nearly five times as much as was in the possession of *mankind* in 1492, when America first became known to the Europeans." The sum which formed the stock of money current in in *Europe* at the latter end of the sixteenth century is estimated by Jacobs as follows:

OF THE QUANTITY OF MONEY AT DIFFERENT PERIODS.

At the time of the discovery of America	$170,000,000
Produced in one hundred and twelve years	690,000,000
Making	860,000,000
Deduct what has been conveyed to Asia, and what has been applied to other uses	210,000,000
Leaving in Europe	650 000,000

By comparison of prices of wheat, as given in the Oxford tables, being the average of the highest and lowest prices of each year from 1583 to 1829, it will be seen that the increase was nearly 400 per cent., corresponding in a remarkable degree with the increase of the precious metals.

Jacobs estimates the quantity held in Europe in 1599, as follows:

Stock left at the end of 1599		$650,000,000
Deduct loss by abrasion		215,000,000
Leaving		435,000,000
Produce of mines in one hundred years	$1,687,500,000	
Transferred to India and China	166,250,000	
Leaves	1,521,250,000	
Deduct for sums used otherwise	301,250,000	
Leaves	1,220,000,000	
Deduct for loss by wear	170,000,000	
		1,050,000,000
Leaving in Europe in 1699		1,485,000,000

OF THE EFFECT WHICH THE INCREASED SUPPLY OF GOLD AND SILVER WILL HAVE ON THE RELATIVE VALUE OF BONDS AND SHARES.

Jacobs further estimates the stock of coin in existence in 1809 to be	$1,900,000,000
Deduct for abrasion and loss in twenty years	90,476,100
Leaves	1,809,523,900
To this he adds as the produce of the mines for twenty years	518,680,000
Making	2,328,203,900
From this must be deducted, as the sum sent to Asia and used in manufactures	761,261,100
Which leaves in Europe in 1829 but	1,566,942,800

Being $333,057,200 less at the end of the year, in 1829, than there was at the end of the year, in 1809, and it follows that, as the effect of the increased supply of gold and silver consequent upon the discovery of America was to diminish their value by increasing the prices of other commodities five-fold, so the effect of the diminished supply consequent upon the revolutionary condition of Spanish America was to diminish the value of property in a comparative degree during the period referred to, to wit: from 1809 to 1829; and it follows that the discovery of gold in California, Australia, and northeastern Russia, and the new developments of the silver mines in California, Mexico, and South America, will cause an increase of prices corresponding with the increased supply of gold and silver resulting from the increased product of the mines, indicated by the new discoveries and the rapid development which all must foresee will be the consequence of extending our system of railways into Mexico and California, and the undersigned cannot permit himself to believe that the Congress or the people of the United States will forego the advantages so obviously within their reach.

UNLESS PAYMENTS FOR RAILROAD MAIL SERVICE BE CAPITALIZED, MANY RAILROADS WILL BE PURCHASED BY BONDHOLDERS.

He respectfully reminds your honorable body that the civil wars in Spanish America so lessened the working of the mines that, owing to the loss by abraison and the sum consumed in manufactures, the quantity left in Europe was $333,057,200 less at the year 1829 than it was at the year 1809, and that as the value of property, and especially of *fixed incomes*, depends upon the quantity of gold and silver, the effect of this reduction of quantity was to increase the value of money, and to reduce the value of other commodities in a corresponding ratio, and that therefore, during that period and until the discoveries and working of the mines in California, European capitalists preferred railroad

bonds to railroad *shares;* and the consequence was that our railroad companies gave *first* mortgage bonds for foreign iron, which bonds are mostly held in Europe. It is also known that there is at this time an extraordinary effort being made to depreciate the value of all our railroad securities, and that certain parties in Europe who were prominent agents in placing these bonds, and who are themselves large holders, are among the most active in causing this depreciation. Why is this? Is it not that they may have a plausible pretense for foreclosing their mortgages and buying up these railroads?

It is also known that some of the most prominent European bankers, who were, during the period to which we have referred, (from 1800 to 1829,) the principal agents for the sale of government securities, and who then preferred to deal in fixed incomes, are now transferring their capital into railway shares and other investments connected with industrial pursuits.

The consequence of this change of policy will be that a large number of our railways, which represent an immense sum of the capital and labor of our own people, will pass into the hands of the owners of these first mortgage bonds, unless, admonished by the facts which we here present, the directors of our railway companies are enabled to make provision for the payment.

EFFECT OF CAPITALIZATION.

The proposition to capitalize the payment for transporting the mails, will place within the reach of many of these companies the means of doing so; because, although the tendency of the great increase of the precious metals is to depreciate the value of fixed incomes, such is the credit of the United States, and such the demand for government securities, that they can be readily sold, and the proposed capitalization may be made on terms which will relieve many of the railway companies from the perilous condition in which they are placed, and, at the same time, diminish the cost of railroad mail service much below that which is now paid for it. And it is not the least merit of the proposed measure, that if applied to the railroads yet to be made, and especially to the roads to the Pacific, it will relieve those engaged in their construction from the necessity of borrowing money and issuing first mortgage bonds to secure their payment.

The proposition is simply this: that the weight and size of parcels and packages sent in the mails be so increased as to justify payment for railroad mail service on first class roads at the rate of $500 per mile, instead of $300, which is now paid, and instead of paying that sum as now, under the present system, the government shall capitalize the payment, and deliver to such companies bonds chargeable upon the revenues of the department, and payable at the pleasure of the government, bearing interest at four per cent. for a sum the interest upon which at five per cent. would be equivalent to the payments made under the present system. The government will thus save one per cent., which compounded would soon provide a sum of itself, independent of the service performed by the railroad companies, sufficient to pay the

debt thus created. There are details by which the interests of the government will be protected which it is not necessary now to give.

Is it true that the increased quantity of the precious metals gives an increase of the prices of other commodities? Is it true that the effect of the supply subsequent to the discovery of America has been to diminish their value? Is it true that the revolutions and civil wars in Spanish America caused so great a suspension of the working of the mines, as that the loss, by wear and manufacture, during the twenty years from 1809 to 1829, greatly reduced the quantity then in use? And is it true that the discoveries in California, in Australia, and in Russia, and the probable restoration of peace and good order in Spanish America, and the probability that Africa and Asia will soon furnish large additions, give assurance that the increase of the precious metals will, for a continuous period, the length of which no one can foresee, be much greater than it ever was at any former period? If so, it is surely the part of wisdom for us to avail ourselves of the advantages which our position and connection with the countries from whence this great increase is to come, will give us. What will be the effect of this increased supply?

OF THE FURTHER INCREASE OF GOLD.

Mr. Chavalier estimates the increased annual supply of gold at the rate of $175,000,000, giving in 10 years		$1,750,000,000
He estimates that there will be used for currency in States now short of gold	$250,000,000	
To meet increase of population and commerce	154,000,000	
In addition to the currency of the world	154,000,000	
For wear and tear during 10 years	24,500,000	
For hoarding and losses in 10 years	105,000,000	
For uses of jewelers and manufactures, &c.	245,000,000	
Giving an aggregate in ten years of		892,500,000
Leaving an excess of gold, to act on prices, of		857,500,000

Mr. Chavalier argues that the effect of this increase of gold will be to reduce in ten years the value of fixed incomes *one half*. That is, that the price of commodities will be so much increased that in ten years it will require two dollars to purchase as much as can now be purchased for one. In the enumeration of the persons who are to suffer by this transition he includes—

1. The creditors of the State, of departments, of cities and joint-stock companies, and mortgages. Unable to make a proximate estimate of other items, he gives the public debt of England and France at $5,450,000,000. He includes in the list of sufferers, superanuated public servants who are pensioners, all persons having mortgages, owners of land who made long leases, those who have invested their

property for life, the multitude of public servants, civil and military, all the liberal profession, such as barristers, physicians, professors, engineers, architects, and agents of every kind, who would have again and again to raise their fees, a process which will endanger their positions. For the working classes it will be a trying ordeal; for experience shows that wages do not necessarily increase in proportion to the price of provisions. "*The working population*," says Mr. Chavalier, "*are of all classes of society the least able to wait. Owing to the pressure of want, they are the more apt to resign themselves to the terms offered to them.*" He adds, that "capital invested in public securities, railway bonds, bank shares, and similar establishments, *will diminish by a self-acting process, and waste away, so to speak, by a species of consumption.*"

OF THE EFFECT OF THE INCREASE OF GOLD AND SILVER ON THE PROGRESS OF CIVILIZATION AND CHRISTIANITY.

That under the improved organization of credit, the use of the precious metals may, to a very great extent, be dispensed with, is admitted, for now the property in *transitu* is made to represent its own value, and the process of transfer from the producer to the consumer is by a bill of exchange, instead of gold or silver, as in the earlier stages of civilization; and although bank notes and bills of exchange are the chief agencies of commercial operations, and the demand for gold and silver may not keep pace with the increased supply, yet, as we have seen, gold and silver being the *measure* of value, the increased quantity will enlarge and strengthen the basis of credit, and by stimulating the energies and multiplying the resources, civilized society will expand its sphere and influence, and thus give the blessings of civilization and Christianity to the heathen nations of the earth. It is in this aspect that the Christian philosopher and statesman should regard the *miraculous* development of the precious metals which characterizes the present day, confirming the most sanguine hopes of those whose interpretation of the prophecies led them to believe that we of the present generation should witness a most extraordinary development of God's providence in the spread of the Gospel. He works by means, and He suits His means to His purpose. He created gold and silver, and has made them so much the object of man's desire, that to obtain them, he explores the most distant parts, and the inmost recesses of the earth. This desire extends to all nations and people, and the universal demand for them scatter them abroad throughout the world; yet the energy and enterprise of our people send our ships and our merchants in search of them to the remotest parts of the globe; and as commerce is the missionary of Christian civilization, our ships and our merchants are the agents of God's providence in giving to heathen nations the knowledge of the truths proclaimed in the Scriptures.

The striking parallel between the history of the Jewish nation and our own has been the subject of frequent comment. That the Jews were a people under God's peculiar care and protection, until in fullness of time He made known His plan of redemption, through the crucifixion

of the Saviour, all good Christians believe. That His purpose is to send "the Gospel to every creature," none such will deny. If we pause for a moment and look upon the early settlement of the colonies, since become the United States, we will find that as the Jews were trained by their servitude in Egypt for those manifestations of His power, which intended to confirm in them, as a people, a knowledge of His character, and by their travel in the wilderness, they were fitted for those efforts of valor and self-denying fortitude which enabled them to subdue and possess the promised land, so were our ancestors fitted by the trials, persecutions, and privations which drove them to this country, to become a people chosen of Him, to bear the light of the Gospel to the most remote regions of the earth.

OF THE ADOPTION OF OUR CONSTITUTION AND FORM OF GOVERNMENT.

Who can believe that the pilgrims were sent to Plymouth by accident, or that accident carried Sir Walter Raleigh and the chivalry of England to Virginia and North Carolina, or the Huguenots to Charleston? Was it accident that took Penn and the Scotch-Irish to Pennsylvania, and Lord Baltimore to Maryland, and that molded the descendants of all these united into the hardy pioneer of Kentucky? Was it accident which led to the persecution of the Quakers and Anabaptists of Massachusetts, and drove Roger Williams to Rhode Island? Was it accident which led Thomas Jefferson, himself an unbeliever, to study the discipline and church government of a small Baptist community, and enabled him to conceive the idea of an independent republic for America? Was it accident which led the Baptists to memorialize the Congress of the Confederation in behalf of freedom of religion? Or, was it accident that enabled them, through the intervention of General Washington, to obtain an amendment to the Constitution in these words:

"Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof, or abridging the freedom of speech or of the press, or the right of the people peaceably to assemble, and to petition the government for a redress of grievances."

No, these were not accidents. They are the evidences of God's special providence in building up this great people, as instruments under his care and guidance, for the promotion of his honor and glory; and it follows that this government is much wiser than those who framed it; that the compromises and concessions which characterized its adoption were the result of preëxisting circumstances, creating necessities compelling their admission; and prominent among the circumstances was African slavery. Was it accident which sent Joseph into Egypt, or was it not rather one of the manifestations of God's special providence?

OF THE DECLARATION OF INDEPENDENCE AND AFRICAN SLAVERY.

Why man, for his disobedience, was driven from the garden of Eden, or why he became subject to sin and death, is a mystery hidden in the inscrutable will of the Creator, which, without the aid of revelation,

no one can comprehend. Yet, that he is a sinner, and that he is born to die, all must believe. Why it was that the peculiar organization of the African better suits him to endure the labor and the diseases of a tropical climate, and why he should have been brought as a slave to the colonies, against the remonstrance of the early settlers, may be as difficult to comprehend. That he should be held in servitude, and compelled to labor, cannot be reconciled to the conception which many have of God's character, of his justice and mercy; and many refer to the opinions of Mr. Jefferson, and other prominent men of the Revolution, to prove that it was their purpose to embrace the African slave in that clause of the Declaration of Independence which declares that "all *men* are created equal, and endowed by their Creator with certain inalienable rights, and that among these are life, liberty, and the pursuit of happiness," and argue that by virtue of that Declaration African slavery was abolished.

If we concede that such was the purpose of Mr. Jefferson, the question still remains whether the effect of the Declaration was to emancipate the slaves? The Declaration was not a legal act. The parties in convention had no power over the subject. Their authority was limited to the special purpose for which they were convened; and if any doubt this, they are referred to the Articles of Confederation, without which each State would have been a separate and independent government—the only effect of the Declaration of Independence being to sever their relations to the mother country; for, by dissolving those relations, the colonies became as independent of each other as they were of Great Britain.

THE ARTICLES OF CONFEDERATION

gave limited powers, and recognized, expressly, that the States were separate and independent governments. The relations thus established conferred no authority to interfere in anywise with the institution of slavery as it then existed in the States; and the Constitution which was subsequently adopted, so far from admitting that emancipation was a resulting consequence of the Declaration of Independence, expressly recognizes the rights of the master, and provides for enforcing the authority of the States in maintaining them.

But it is known that Jefferson and Franklin and Paine and many others of the prominent men of that period, were deeply imbued with the French philosophy; and it may as well be argued that we should disbelieve the Christian religion, because they were unbelievers, as to insist that African slavery is sinful or improper because they believed it to be so, even if it be true, as alleged, that such was their opinion. If, as we believe, it was the purpose of the Almighty to create a people who are to be the chosen instruments through whom He will send the Gospel to heathen nations, no one can doubt that, in the dispensations of His providence, He had special care in their organization, as well in the selection of the elements constituting the whole as in the form of government under which His purpose should be developed. If it be true, as some believe, that it is impossible to maintain a republican form of government with universal suffrage, then, as slaves are excluded

from the polls, the institution acts as a qualified suffrage, and tends to elevate and maintain the purity of the elective franchise. And if it be true that the maintenance of liberty depends upon the virtue and intelligence of the people, the fact that the use of money and bribery at elections is a thing unknown in the southern States, whilst they have become so common in the North as to be considered a necessary and controlling influence in elections, proves that there is some feature in the social and political organization of southern society which elevates the standard and protects the public morals.

Is it not notorious that in the northern States politics has become a trade, a profession, and that many, finding that they can make more money by voting than by working, prefer voting to working as a means of subsistence? Is it not a fact, that these politicians have not only organized combinations for the purpose of controlling the elections, but that they combine to control the legislation of the northern States and of Congress? Is it not true that these combinations exist to a much greater extent, and exert a much greater influence on the elections, and upon the proceedings of their legislatures, in the North than in the South? If so, then candid men must admit, that there is some cause exerting a characteristic influence in favor of the South. What is that cause? Is it not, that in the South *color* constitutes a *caste*, and that every white man feels that there are certain privileges which pertain to him as such, and which, he therefore desires to maintain, and which he would forfeit, if it were even suspected that he was guilty of selling his vote? If this be so, as we affirm it to be, it will be seen that instead of degrading the laboring white man to the condition of a slave, the tendency of the institution is to elevate his character by enhancing the value of his condition in society.

CONFLICT BETWEEN CAPITAL AND LABOR.

As we have before said, the great question for civilized society is, what proportion of the joint products of labor and capital shall be given to capital, and what to labor? As the white man in the South owns the labor of the slave, he is interested in maintaining at the highest rate the wages of labor; and hence in the South there is no conflict, there are no strikes or turnouts for higher wages, because the interest of the laboring white man is identified with the interest of the owner of slaves. It is the South, then, and not the North, which may properly be termed the "labor States," and it is the North and not the South, which should be called the "capital States," for there capital hires *labor*, and the question of wages creates a constant conflict between labor and capital, as is witnessed at the present time in New England. What may be the effect of this conflict when our population shall have so increased so as to place labor in the power of capital, as it now is in England, is exemplified by the condition of the laboring poor in that country? It is admitted, that the enjoyment of civil and religious liberty is greater in Great Britain than in any other part of the world, Switzerland and the United States only excepted, and yet there the wages of labor are reduced so much below the point of subsistence, that government is compelled to make large contributions in the shape

of poor rates, to prevent many able-bodied laborers from perishing for want of food. That some idea may be formed of the system and the effect of free labor, we give the following table compiled from official documents, and showing the population of England and Wales, and the

AMOUNT EXPENDED AS POOR RATES:

Years.	Population of England and Wales.	Amount expended for the relief of the poor in England and Wales.
		Pounds sterling.
1803	9,148,314	4,077,891
1811	10,163,676	6,656,106
1814	10,775,074	6,294,581
1815	10,979,437	5,418,846
1816	11,160,557	5,724,839
1817	11,349,750	6,910,925
1818	11,524,389	7,870,801
1819	11,700,965	7,516,704
1820	11,893,155	7,330,254
1821	11,978,875	6,959,251
1822	12,313,810	6,358,704
1823	12,508,956	5,722,962
1824	12,699,098	5,763,900
1825	12,889,906	5,786,989
1826	13,056,931	5,928,505
1827	13,242,019	6,441,089
1828	13,441,913	6,298,003
1829	13,620,701	6,332,411
1830	13,811,467	6,829,042
1831	13,897,187	6,798,888
1832	14,105,645	7,036,968
1833	14,317,229	6,790,799
1834	14,531,987	6,317,254
1835	14,749,966	5,526,416
1836	14,971,214	4,717,254
1837	15,195,782	4,044,741
1838	15,423,718	4,123,604

It appears from the official returns that, for the year ending in 1841, there was levied on the real estate of England and Wales as poor rates, the sum of.....	£6,351,828
And that there was received for poor rates from all other sources the sum of.....	226,984
And that the total expenditures for poor rates was.....	6,578,812

It also appears that the net rental or annual value of real estate assssed for the poor rates was but £62,540,030, so that the assessment for the poor rates alone, was equal to ten per cent. on the entire rental thereof, and that as compared with the population, the sums paid in 1841 as poor rates, were at the rate of six shillings per head, being three shillings and nine pence per head less than in 1834.

FURTHER OF THE FREE LABOR OF ENGLAND.

As we have remarked, there is no part of the world, Switzerland and the United States alone excepted, in which there is greater civil or religious liberty than in Great Britain; and all know, that there, in proportion to population, is the greatest accumulation of capital; why, is it then, professing to be the special advocates of free labor, and most of all others opposed to slavery and the slave-trade, that the condition of her own laboring poor is such as to require a contribution of so large a sum as ten per centum on the whole annual rental of their real estate, to prevent starvation? Is it not because the owners of property have reduced the compensation for labor so much below the point of subsistence, that they are compelled to add to the price of wages, in the shape of poor rates, a sum equal to ten per cent. of the total value of their rentals? Is this not placing the condition of the laboring poor of England far below the condition of the southern slaves? And does it not follow, as a necessity, that their condition, moral, social, and religious, must partake of, and be affected by this degradation?

Those familiar with the history of the poor laws know that the effect was so to degrade the condition of the laboring poor, and to impose so heavy a tax upon the capital of the kingdom; that in 1834, Parliament organized a board of poor law commissioners, who, after a careful examination, made a detailed report, giving us authentic facts, and recommended regulations amendatory of the system, by which, as may be seen above, the cost of maintaining the poor was reduced from £7,870,801, in a population of 11,524,389, in 1818, to £6,578,812, in 1841, in a population of 15,906,700, and that the comparative annual charge *per capita* was reduced from nine shillings and nine pence per head in 1834 to six shillings in 1841. Yet the effect of these amendments has been, as given in the words of the Encyclopedia Brittanica, that "pauperism seems to have become an engine for the purpose of disconnecting each member of a family from all the others, and of reducing all to the state of domesticated animals, fed, lodged, and provided for by the parish, without mutual dependence or mutual interest."

CONDITION OF POOR OF ENGLAND AND WALES.

Nichols, in his history of the poor law, says:

"In parishes containing a population of 300 to 800, the building called the work-house is described as being usually occupied by sixty or eighty paupers, made up of a dozen or more neglected children, twenty or thirty able-bodied paupers, of both sexes, and probably an equal number of aged and impotent persons who are proper objects of relief. Amidst these, mothers of bastard children and prostitutes live without shame and associate freely with the youth, who have also the example and conversation of the frequent inmates of the county jail, the poacher, the vagrant, the decayed beggar, and other characters of the worst description. To these may often be added a solitary blind person, one or two idiots, and not unfrequently are heard, from among

the rest, incessant ravings of some neglected lunatic. In such receptacles the sick poor are often immured."

To ameliorate this revolting picture, the poor law commissioners give it as their opinion that the inmates of every work-house should be separated into not less than four classes, viz: 1. The aged and really impotent. 2. The children. 3. The able-bodied females. 4. The able-bodied males, of whom they remark, "we trust the two latter will be the least numerous classes."

We would call the attention of your honorable body to the picture here presented. It will be seen that the amendment proposed by the commissioners separates the husband and wife, and the parent and child, and incarcerates them with associates so vicious and depraved that it is apparent that the miserable poor who are the subjects of this charity are so much degraded by it that there is no reasonable ground to believe that they ever can thereafter become useful members of society, and yet the returns show that this class constitutes nearly or quite ten per cent. of the entire population of England and Wales.

OF ABOLITION AND THE SLAVE TRADE.

We need not be told that this picture is not applicable to the system of free labor in our northern States. We know that the condition of the laboring poor in England is the result of the comparative proportion of population to territory, and that as yet land in this country being abundant, the northern capitalist who hires labor is compelled to give higher wages (that is a greater proportion of the joint product of capital and labor) than he will give when the population has so much increased as to place the laboring poor in this country as much under the control of capital as it is now in England. Are not the British government and the British people *par excellence* the advocates of free labor? Is not the abolition party of this country a branch and offshoot of the abolition party in England? Were not Wilberforce and Clarkson and John Quincy Adams fellow-laborers in the abolition of the slave trade? Was it not British influence which induced our commissioners at Ghent to pledge this government to unite with Great Britain to abolish the "traffic in slaves," which Mr. Adams construed to be a pledge to exert our influence, not only for the abolition of the African slave trade, but of slavery itself?

And why do the government and people of England, whose social system has reduced their laboring poor to this degraded condition, much more degraded than that of our slaves, exert themselves with such energy and perseverance in suppressing the African slave trade and for the emancipation of the African slaves? The Duke of Wellington, in a speech on the repeal of the corn laws in 1842, said:

"I am sure that no man laments more than I do that commerce and manufactures should be at all depressed, but I believe, if the corn laws were repealed to-morrow, not a yard of cloth, or a pound of iron more would be sold in any part of Europe or of the world, over which this country (England) does not exercise a control. My lords, the greatest number of European nations, and of the nations of the globe, have adopted measures for the encouragement of home manufactures,

these measures are not, as stated by some, taken in consequence of the English corn laws, they are attributable to the example of this country. They had their rise in the spectacle which this country exhibited during the late war, and in the great and noble exertions by which her power and strength were displayed on every occasion. Those who contemplated these exertions, as well as those who were relieved and assisted by them thought they might as well follow the example of our power, of our industry, and our system of commerce. They have followed our example, and have established among themselves manufactures and given a stimulus to their commerce."

It will be seen that this great statesman believed that the commerce and manufactures of England were then depressed, not because of the effect of the corn laws upon the price of bread, but because other European nations had established for themselves a system of commerce and manufactures, and that being deprived of the European market, England was compelled to look to those countries, over which she could exercise a control, for the consumption of her surplus manufactures. And it is because the British public are impressed with this truth that they, who at one time gave 400,000 crowns to Spain for the privilege of supplying her colonies with African slaves, afterwards gave her $2,000,000 to induce her to relinquish the slave trade. That we are correct in this assertion, is proved by the declaration of Wilberforce, who in his speech upon the treaty, said:

"He could not but think that the grant to Spain would be more than repaid to Great Britain in commercial advantages by the opening of a great continent to British industry, an object which would be entirely defeated if the slave trade was to be carried on by the Spanish nation. Our commercial connection with Africa will much more than repay us for any pecuniary sacrifices of this kind. He himself would live to see Great Britain deriving the greatest advantages from the intercourse with Africa."

EMANCIPATION OF WEST INDIA SLAVES, AND WHY.

We know that many believe that the emancipation of the British West India slaves was an act of disinterested benevolence, and that the British government and people are accustomed to so consider it.

But it should be borne in mind, that the East India Company, for more than two hundred years, had a close monopoly of the trade with India; that British subjects found in India, without the consent or permission of that company, were liable to be arrested, sent home, and be imprisoned, and that, therefore, it became necessary to abolish that monopoly before the manufactures and merchants of England could avail themselves of that market. At the same time, it was found that the West India planters (with a population of 200,000 whites and 800,000 blacks) had a monopoly of the supply of the home markets with tropical products. It was seen that as the power-loom and spinning-jenny enabled the manufacturer of England to produce textile fabrics much cheaper than they could be produced in India, without machinery; to enable India to consume British manufactures, the British merchant must receive tropical products in exchange for them, and therefore, in 1834, Great Britain emancipated the West

India slaves, abolished the monopoly of the East India Company, and opened India to British enterprise. The consequence has been that, whereas, in 1816, England imported from India 1,600,000 pieces of cotton goods, her exports of manufactures to India were in 1850 worth $40,122,055. To enable her to do this, she levied a duty of three per cent. on British goods sent to India, and of twenty per cent. on India goods brought to England. The consequence was that, inasmuch as the population of India is divided into castes, who are accustomed to particular employments, the children being brought up to the same business as their parents, the articles brought from England (the produce of machinery) being so much cheaper than similar articles produced in India without machinery, so many were thrown out of employment, that the number of those who perished for want of food, was many times greater than the number of those who were emancipated in the West Indies."

These facts prove conclusively that British emancipation in the West Indies, instead of being, as many believe, an act of disinterested benevolence, originated, as we have said, in the same motives which prompted the slave trade, and it is a striking fact that Warren Hastings, immediately after his conquest of India, wrote a pamphlet, in which he urged the abolition of the African slave trade, with a view to the enlargement of British commerce in India, and upon the ground that, cheap as the labor of India then was, and desirable as the commerce of India might be, India could not compete in the product of tropical commodities with slaveholding countries, so long as the African slave trade was permitted to be carried on; and it is a question well worthy of investigation, to ascertain how far the influence of the East India Company, united with the influence of those who were then interested in the slave trade, was arrayed against him in his trial.

We know that this view of British policy in reference to the slave trade and West India emancipation differs very much from that taken of it by those who are accustomed to consider slavery as sinful. In addition to the facts already given, we content ourselves with saying that in 1834 there were in the West Indies a population of but 200,000 whites and 800,000 blacks, and that the population of India, including China, was estimated at more than 500,000,000, and that England might well emancipate the West India slaves in view of the increased commerce with Asia.

OF SECTIONAL PARTIES—J. Q. ADAMS AND MISSOURI RESTRICTION.

In our previous remarks we have identified the abolition party of the United States with the abolitionist of England. All who are well informed in the history of this country know that from the date of the Revolution to this time there has been a rivalry and corresponding jealousy between the North and the South. Mr. Jefferson said that the Democracy of the North were the natural allies of the Republicans of the South. He would have expressed the same fact if he had said, those in the North who supported his election in opposition to Mr. Adams, who was the northern candidate, were the natural allies of those in the South, who were also opposed to Mr. Adams, and therefore supported him. The elder Adams, being the northern candidate,

was defeated by Mr. Jefferson; so the younger Adams, also a northern candidate, was superseded by General Jackson. The sectional conflict during the pendency of the election of Mr. Jefferson strengthened the preëxisting sectional feeling and jealousy, and hence, when Mr. Adams, as one of the commissioners at Ghent, and as our minister in London, was urged by the British government to favor the abolition of the slave trade, he saw that the same question might be advantageously used in organizing a sectional feeling in support of his pretensions as a candidate for the Presidency, and hence he urged Daniel P. Cook, who had been sent by Mr. Monroe to notify him of his appointment as Secretary of State, to relinquish his purpose of residing in the South and return to Illinois, and become a member of Congress from that State, with a view to agitate the slavery question, and Mr. Cook did commence the agitation in 1817 by a series of letters addressed to Mr. Monroe, which were published in Meade's Register, then printed in Washington, and did go to Illinois and came into Congress, and was in truth the author of the Missouri restriction. That he acted under the advice of Mr. Adams, and that his purpose was to organize the non-slaveholding States as a sectional party, with a view to obtain the political control of this country, Mr. Cook openly avowed to the undersigned in person, and that the effect of such an organization would be to give them the political ascendancy in the United States was urged upon the undersigned, who was then about to remove to Missouri, as an inducement for him to become identified therewith. This proposition then made and the subsequent attempt to prohibit slavery in Missouri prompted the undersigned to investigate the subject in all its bearings, social, moral, religious, and political. The result has been the convictions herein expressed, viz: That African slavery is not sinful; that it is the best relation that can exist between the white man and the black; and that, so far from depressing the condition of the white man or the black, its tendency is to elevate the character and condition of both, and that in politics it constitutes a conservative element, in this: The contrast between the freeman and the slave reminds the white man, whether he be poor or rich, that he has rights which belong to him as such, and on which, upon that account, he places a higher estimate; and again, the slaveholding States know themselves to be in a permanent minority, and that they have no hopes of maintaining their rights within the Union but by a rigid construction, and resisting all abuse of the powers of the federal government. It is thus that the slaveholding States have become the conservators of the Constitution.

HOW THESE FACTS APPLY TO CAPITALIZATION OF MAIL PAY.

Does any one ask how these facts and arguments are applicable to our proposition for the capitalization of the payments for railroad mail service? The purpose is to show that the institution of slavery is alike advantageous to the North and the South, and, by reconciling the consciences as well as convincing the judgments of northern men, bring them to consider all our railroads as part of a single system that, however much some may seem to be in conflict, those who are interested in

each may sympathize so far with those who are interested in all others as to agree upon the measure proposed, which, although it is applicable to each that can give the requisite security for the proposed advance upon their contracts, leaves each, as now, to enjoy their separate relative advantages.

It is notorious that, under the influence of the existing prejudice against slavery, capital has been much more readily obtained for investment in northern than in southern railroads. This, then, is a justification for endeavoring, in a memorial like this, to vindicate the people and the institutions of the South; and, having done this, the undersigned turns with equal earnestness to the other proposition: That, instead of being, as some suppose it to be, a tax upon the labor of the South for the benefit of the labor of the North, the *tariff* is a question of *currency* rather than of the protection of labor; that our ability to compete with foreign manufacturers depends rather upon our having cheap *capital* than upon cheap *labor;* and that the South will be as much benefited as the North by the measures requisite to accomplish this; and the undersigned believes that this can only be done by the accumulation of capital in a shape to be made available at all times, so as to secure "*a general distribution of labor*" and "*a money market undisturbed by continual fluctuations.*" That it was the purpose of the federal Constitution to accomplish this is apparent, because it not only gives to Congress power to coin money, but also to *regulate the value* thereof, and of foreign coins, and likewise to *regulate commerce* with foreign nations, and among the several States; and also "to make all laws which shall be necessary and proper for carrying into execution the foregoing powers."

AS THE POWER TO REGULATE COMMERCE WITH FOREIGN NATIONS is expressly given to Congress, and as the power to regulate the value of money is also given, and the purpose of these grants was to promote the common interests and permanent harmony of all the States, it is the duty of Congress to so regulate our foreign commerce as best to promote the interests and harmony of the States; and, if it shall appear, as it will, that the value of money depends not upon the weight or quality of the coin, but upon the quantity of money, and it be found, as it will be, that our foreign commerce, as now regulated by Congress, enables the Bank of England to export our specie, and, by diminishing the quantity, regulate its value, then it is the duty of Congress to so modify the existing regulations of our foreign commerce as to prevent, as far as practicable, the fluctuations in the quantity, and consequently in the value of money, which is the inevitable consequence of the spasmodic action of

THE BANK OF ENGLAND.

To understand this branch of the subject a brief notice of that bank is indispensable. The notes of the bank are by law made a legal tender in payment of debts, except at the counter of the bank, where they are to be paid in specie on demand. The whole capital, ($72,750,000,) is invested in government securities, and the bank is authorized to issue

bank notes for the whole sum of its capital thus invested, and also for an amount, in addition to its capital, equal to the bullion in its vaults. Thus, as the capital is $72,750,000, if there be, as there was in 1852, one hundred millions of dollars of bullion, then the bank will be authorized to issue *one hundred and seventy-two millions, seven hundred and fifty thousand dollars* in bank notes, that being the aggregate sum of its capital and of its bullion. It will be seen that, as the amount of bank notes which the bank is authorized to issue is regulated by the amount of bullion which it may have, if from any cause the quantity of bullion is diminished, then the bank is compelled to diminish its issues, it follows that whenever, from any cause, there is an extraordinary demand for specie in England, whether it be to purchase bread, to pay the expenses of wars in Europe, in India, or China, then the bank is compelled to coerce the commerce of the country to bring back the bullion which the high price of corn, the necessities of war, or the speculations of the money dealers, may have taken from its vaults. It matters not what the value of bank notes as compared with other commodities may be, the bank must increase the pressure, however severe. It may be that, in August, the owner of bank notes may be able to purchase twenty or even fifty per cent. more of other commodities with bank notes than he could have purchased with specie in January, (and it is apparent that this depreciation of the value of property is the consequence of the scarcity of bank notes,) yet so long as there is a deficiency of bullion in the bank, the bank is not permitted to relieve this pressure on the money market by a greater issue of paper; no, not even if such paper could be at all times converted into specie.

HOW THE TARIFF OPERATES ON OUR CURRENCY.

It will be seen that, under such circumstances, the merchant or manufacturer who may want funds cannot obtain relief from the bank, and will be compelled to suspend payment unless funds can be obtained elsewhere; and whence can they be obtained so readily as from New York? Therefore, instead of making sales at auction in that market, which would injure his credit and depress the price of his goods, such merchant or manufacturer makes an invoice, upon which he receives an advance sufficient to meet his immediate wants from some capitalist, with the understanding that the goods are to be sent to an agent in New York, and sold for account of the owner, the proceeds to be remitted in bullion, and the balance paid over, after deducting the advance, commissions, interests, and charges. The proceeds are remitted in specie; and thus, by our regulation of our commerce with England, we make ours the weaker part of the British financial system, and, whatever cause may derange the money market of London, it reacts upon us with ruinous effect. And a careful analysis of the regulation of our "commerce with foreign nations" will, as the undersigned believes, show that, if it had been the purpose of Congress so to regulate it as to transfer that commerce to the agents of foreign manufacturers, and favor frauds upon the treasury, and cause constant variations and fluctuations in the value of money, they could not have devised a process better suited to that purpose than our present tariff.

BY THE AD VALOREM VALUATION,

the agent of the foreign manufacturer is enabled to enter goods at the lowest rates which his principal may assume to be the *cost* of manufacture. Our government furnishes a warehouse, in which those goods are stored until the sale is made. The agent may be a clerk residing in a garret, paying nothing towards the support of the government. His sales are to the jobbers, on the pattern card, and his *vender's* invoice the duties to be paid on the *manufacturer's* invoice; for it is said, and we believe, that in such cases there are two invoices, one for the custom-house and the other for the purchaser! The jobber gives his note payable to his own order, which, being indorsed, is place with a bill-broker in Wall street, and sold to the men who, under a wise regulation of our foreign commerce, would have been American merchants, the owners of American ships, whose energy and enterprise would carry now, as under our former system of trade they did, our ships, our name, and our religion into every sea, but who, under the present regulation of our "commerce with foreign nations," reside in splendid palaces on the Fifth avenue, and live in a style of princely magnificence, upon the profits made by shaving the notes of the jobbers, given to the agents of the foreign manufacturers, who have monopolized our "commerce with foreign nations." We have driven them from the employment which would have made them patriots, and have converted them into usurers; and *cui bono*. The pressure of the Bank of England compels the foreign manufacturer to send his goods to New York to be sold at a sacrifice. The agent sells at the best price he can get, knowing that the note of the purchaser (the jobber) must be sold for whatever it will bring in the market; and the jobber, knowing that he will be compelled to pay the face of his note, puts a corresponding price upon the goods. Thus, the southern consumers of foreign goods, who have forced upon the country the present system, and believe they obtain cheap goods by their low duties, are compelled to pay the discount on the notes of the jobbers, who purchase such goods, in addition to the merchant's profit on that discount, as well as the duties and other charges. And that discount, instead of going into the treasury, as the duties paid under a wise regulation of our foreign commerce would do, enriches those who, instead of being patriotic merchants, devoted to the honor and interests of their country, are converted into usurers, preying upon the misfortunes and distresses, to create which their ill-gotten wealth and influence is exerted, because their profits are derived from these instead of being the meritorious reward of a legitimate commerce.

This process of the Bank of England, is well understood in England. Its effects upon the commerce and prosperity of England has been the subject of frequent comment and rigid investigation, until many persons of great wealth and influence are as anxious as we are to strengthen our financial position; and this anxiety will induce them to coöperate in the measures, which the undersigned believes are indispensible to secure

OUR FINANCIAL INDEPENDENCE.

As this is of no less importance than our political independence, it deserves special consideration. We have seen that, although the notes of the Bank of England are a legal tender, and convertible into specie, the transactions at the clearing-house in London, being the every-day accounts of individuals brought there for adjustment, amounting to ten thousand millions of dollars per annum, are balanced and disposed of without a single dollar in money (specie or bank notes.) "*All is settled by a transfer of sums from one account to another on the books of the Bank of England.*" So Mr. Colwell, in his able publication on "The ways and means of payment," says:

"The monthly payments in New York were little less than $900,000,000 from January to August, in 1857. During that time the average amount of specie in the banks was under $12,000,000, the deposits averaged $95,000,000, and the circulation (bank notes) $8,000,000. It is apparent then, that $103,000,000 of bank notes and deposits effected by aid of the banks payments of not less than $30,000,000 daily, whilst the $12,000,000 specie in the banks scarcely moved at all."

The same writer estimates the aggregate payments for the whole country in 1857, at $90,000,000,000, of which sum at least eighty-five thousand millions were paid by set-off. To explain:

The specie in the banks was, say	$12,000,000
The bank notes in circulation was	8,000,000
And the deposits were	95,000,000

It is apparent that these deposits were neither bank notes nor specie; of what, then, did they consist? They were bank credits, the proceeds of mercantile paper discounted by the banks, passed to the credit of the merchants of New York by the banks, and the process of adjustment was as follows: Say that there were sixty banks, each having discounted commercial paper for persons actively engaged in the purchase and sale of commodities in that market. It is apparent that the amount of *sales* and of *purchases* must balance each other, and that as these transactions are, through the agency of the clearing-house, brought together, they will be balanced, and that the only use of specie will be to pay the sum not provided for by a deposit in one of these sixty banks. To provide for such a contingency as between the banks themselves, they have selected one bank in which funds are deposited. Part of the $12,000,000, and any balance due on adjustment at the clearing-house, instead of being paid in specie, is paid by a check on the funds thus deposited, and as all that is required to sustain the credit of the New York banks is that they shall provide a sufficient specie fund to pay the *balances* occurring in their transactions with the public and each other, so all that is required to protect the value of our credit, is to maintain at all times a sum in specie sufficient to pay all the balances that may occur in our transactions with each other

and with "*foreign nations.*" We have seen that the regulations of commerce in England and Wales is such, that notwithstanding the increase of population and wealth from 1832 to 1839 was such as to require an increase of ninety millions of dollars per annum in the shape of bills of exchange, the average circulation of money, including bank notes as well as specie, instead of increasing had diminished $7,962,500. And why was this? Was it not because such was the regulation of commerce that BILLS OF EXCHANGE HAD BECOME MORE VALUABLE THAN SPECIE?

Was it not thus because London is enabled, through the commerce of England, to regulate the exchanges of the world? And why is this? Is it not because whilst the capitalists of London, and especially those who have been connected with the commerce of this country, have been interested in depreciating our credit, our government, so far from regulating our commerce so as to promote and protect it, have coöperated in the measures best calculated to depress it, and such are our convictions and experience of the force of prejudice, and of the general want of information on the subject, that we would despair of any modification of the measures and policy of this country, were it not that so large a part of our credit and resources consists in land and its products, the value of which will be increased in a much greater ratio, in consequence of the increase of the precious metals, than any other objects of investment in any other country will be, and inasmuch as the effect of the precious metals will be to increase the value of our lands and our railway shares, and especially of the shares of companies having large land grants, at the same time that it will depreciate the value of the objects of investment in Europe, and especially in England, we believe that such will be the desire of Europeans to become interested in our railways, that there will be no difficulty in making them the basis of credit of sufficient strength, aided by a wise modification of the tariff, to give us the power to regulate the exchanges of the world. And it is in this view that the undersigned implores your honorable body to consider his proposition to capitalize the payments for railroad mail service, and by relieving our railroad system to that extent from our dependence upon foreign capital, foster that important interest. And in this connection he ventures to suggest that it may be made one of the conditions of the proposed capitalization, that the iron thereafter used on such railroads shall be of American manufacture.

SAVING TO THE RAILROAD COMPANIES.

The effect of the capitalization of the payment for railroad mail service, as compared with the present system, will be to save the Post Office Department one per cent., which, in thirty-six years, will be equal to the creation of a sinking fund more than sufficient to pay the whole debt, at the same time that it will save to the railroad companies at least five per cent., which, compounded at ten per cent., the rate which many of them, and especially the southern railroad companies are now compelled to pay, will in ten years be to them a saving of more than the whole sum thus advanced. That Congress has the power to

do so, no one can doubt. They have power to establish post offices and post roads, and, of necessity, thus have the power to pay for carrying the mails; and they may make the payment by advancing these bonds as proposed. The present system is part of that warfare on credit, which has become the principle of political action with many, and has made the credit and property of this country subject to the contingencies which from time to time afflict with paralysis the money market of London. In further illustration of this, the undersigned appeals to the

HISTORY OF THE BANK OF ENGLAND

And to the proofs, showing the manner in which its measures have operated to our prejudice. To enable the bank to aid the government with funds to carry on the war with Napoleon, Mr. Pitt, in 1796, passed an act authorizing the suspension of specie payments. The following table shows the equivalent of the debt funded in three per cent. stock; the amount of stock created for each £100 pounds in money; the average price of gold; the market value of the paper pound in gold; and the market value per cent. of the paper currency:

Year.	Equivalent of the debt funded in 3 per cent. stock.	Stock created for £100 in money.	Average price of gold per ounce.	Market value of paper pound in gold.	Market value per cent. of paper currency.
	£.	£.	£. s. d.	s. d.	£. s. d.
1800	32,185,000	158.50	3 18 0¼	20 0.0	100 0 0
1801	63,578,100	174.54	4 5 0	18 3.8	91 12 4
1802	32,990,630	132.17	4 4 0	18 6.5	92 14 2
1803	20,483,330	173.55	4 0 0	19 5.6	97 6 10
1804	26,390,000	185.00	4 0 0	19 5.6	97 6 10
1805	41,800,000	177.20	4 0 0	19 5.6	97 6 10
1806	33,200,000	167.70	4 0 0	19 5.6	97 6 10
1807	24,198,290	157.20	4 0 0	19 5.6	97 6 10
1808	23,530,622	162.67	4 0 0	19 5.6	97 6 10
1809	36,218,740	161.39	4 0 0	19 5.6	97 6 10
1810	33,112,100	152.67	4 10 0	17 6.3	86 10 6
1811	39,124,570	166.53	4 4 6	18 5.1	92 3 2
1812	57,198,330	180.00	4 15 6	16 3.7	79 5 3
1813	118,736,690	184.87	5 1 0	15 5.4	77 2 0
1814	36,839,930	154.17	5 4 0	14 11.7	74 16 6
1815	102,787,340	191.52	4 13 6	16 7.8	83 5 9

Your honorable body will note that whilst the credit of the government depreciated more than ninety-one per cent., the depreciation of the paper was less than twenty-three per cent., and we find, in the exhibit given in this table, that it was the depreciation of the credit of the government and of the paper currency of the Bank of England which caused the peace of 1815. This table gives another striking fact, to wit: This immense debt of $3,617,853,360 was taken by the creditors of England at an average discount of 67.60 per cent., and

that, as it was created in paper currency, its value would be increased by the resumption of specie payments. It should be borne in mind, that although the effect of the increased quantity of money consequent upon the discovery of America had been to increase the prices of other commodities fivefold, the effect of the diminished supply of the precious metals before the discovery of gold in California had enhanced their value, hence the necessary consequence of the resumption of specie payments, acting on this diminished supply of bullion, was to give greater value to fixed incomes. Hence public securities and bonds and mortgages became favorite investments, and the accumulated capital invested in such securities became the best basis of credit, because, being preferred, money, property, or labor could at all times be obtained for them.

FIXED INCOMES COMPARED WITH RAILROAD SHARES.

As the great increase of the precious metals consequent upon the discoveries in California and Australia, and the new development of the mines in South America and Mexico will diminish the value of fixed incomes and of public securities and bonds and mortgages, and give greater value to railway shares, and especially those having grants of land, and therefore these shares will become a much better basis of credit, the capitalization of the payments for railroad mail service will enable many of the railroad companies to convert their bond debt into shares, and such an arrangement will enable the New Orleans, Opelousas, and Great Western Railroad Company, the Sabine and Rio Grande Railway Company, the Southern Pacific Railroad Company, and many other companies in the South and West, to construct their roads without issuing any bonds, and the rapid accumulation of capital resulting from the profitable employment of so much labor, and the greatly increased value of property, and the great increase of the products of labor, will soon create so firm a basis of credit as to mitigate, if it does not entirely prevent, the effects heretofore resulting from the measures and policy of the Bank of England. The completion of the Southern Pacific railroad to San Francisco, and the New Orleans, Opelousas, and Great Western to the Sabine, and the extension of the Sabine and Rio Grande from Austin or San Antonio to its connection with the Southern Pacific, and to Mazatlan, will concentrate upon New Orleans a commerce, commanding resources, commercial and financial, greater than were ever before given to any city. She will have the cotton, the wool, the pork, the beef, the corn, the hemp, the tobacco, the copper, and the lead, borne on the bosom of her great river, and to these will be added the same commodities borne in exhaustless quantities on the system of railways, which will soon develop the resources of the Great West, and in addition will deposit in her warehouses and in her coffers the rich products of India and China, and the bullion of the Californias, of Australia, Mexico, and South America. With the proper development of these resources by a system of railways connecting this great depot of national wealth with the North, and with the East and the West, New Orleans will become the creditor of "foreign nations," and supply the means of commerce

and of credit and prosperity to the other sections of this great republic, binding each to all the others with so strong a ligature of mutual interest and dependence as to render the efforts of any one, whether he be fanatic or demagogue, who may attempt to sever it utterly impotent and innocuous. Are we asked

HOW THESE RESULTS ARE TO BE OBTAINED?

We reply, we would place the foreign commerce of the United States once more in the hands of *American* merchants (by which we mean naturalized as well as native-born) by reviving the system of custom-house credit. Before the crisis of 1837, an American merchant who could get an acceptance of one of the three W's, Wilde, Wiggin, or Wilson, (Americans located in London,) could purchase any amount of merchandise upon such time as to enable him to sell the goods, and purchase American produce to make his remittance. He gave his bonds for the duties and sold the goods, and thus obtained the funds to pay them. That system gave a value to American credit, which enabled the American merchant to use it in the purchase of *British* merchandise. Then our credit was equal to foreign *capital*, now foreign credit commands our capital; and strange as it may seem, the South furnish the *capital* and pay a premium for foreign *credit*. The operation is this: A planter wishing to anticipate the sale of his cotton, sends a note to his broker, who has it discounted in a bank. The cotton is sent to the broker, and the agent of a foreign banker makes an advance of, say, eighty per cent. of the current value upon the bill of lading, upon the condition that the cotton is sent to his house in Liverpool. That advance is not made in money, but in a bill upon New York; when that bill becomes due, it is not paid in money, but by a second bill upon London or Liverpool, and before this second bill is due the cotton is sold to pay for it. Is it not clear that in this case the planter has furnished the *capital* and paid interest, commissions, and charges for the *credit* of this *foreign* agent? Is such a system a wise or proper regulation of our "commerce with foreign nations?" And are not the southern planters of all men, those who are most interested in reforming it? Give us American merchants as the owners of American ships, who, using American *credit* to purchase foreign merchandise, use the proceeds of the sales of these foreign goods to purchase American products to be sold in these foreign markets, and thus control and regulate the foreign exchanges so as to protect our currency and maintain the value of our property. But we may be told the revulsions of 1820 and 1837, and

THE LOSSES CONSEQUENT UPON OVERTRADING,

Made it necessary to change the system, and that the sub-treasury is universally popular. We do not propose to abolish or modify the sub-treasury. We propose to so modify and regulate our commerce with foreign nations as that our merchants may command *their* capital with *our* credit, instead of their using our capital with their credit as they now do; and in reply to the suggestion that the change of system was

intended to prevent losses by overtrading, we refer to the following tables to show that these losses were the consequences of the fluctuations in the currency resulting from the export of our specie by the Bank of England. It exhibits the amount of indebtedness to the United States on custom-house bonds, embracing successive periods of four years from the 4th of March, 1789, to the 4th of March, 1837, also the amount of duties collected during the same period, and the sums unpaid on custom-house bonds:

Years.	Whole amount of duties collected each 4 years.	Custom-house bonds unpaid and the loss during the same period.
From March 4, 1789, to March 4, 1793	$12,097,850	$686
Do.....1793.....do.....1797	24,552,164	82,359
Do.....1797.....do.....1801	33,548,222	85,179
Do.....1801.....do.....1805	46,952,705	61,872
Do.....1805.....do 1809	54,172,790	122,478
Do.....1809.....do.....1813	44,079,932	374,654
Do.....1813.....do.....1817	75,871,937	688,836
Do.....1817.....do.....1821	65,470,053	880,111
Do.....1821.....do.....1825	74,655,234	1,568,476
Do.....1825.....do.....1829	88,941,104	2,278,558
Do.....1829.....do.....1833	103,644,579	299,798
Do.....1833.....do.....1837	70,185,498	1,305,305
Total	694,172,034	7,748,318

It will be seen that the entire loss is but little more than one per cent., and the greatest losses were in the years from 1821 to 1829, and the four years from 1833 to 1837, inclusive; and these losses may be traced directly to the Bank of England. We have seen that the bank suspended payment in 1796. It did not resume until 1825, although Sir Robert Peel's bill requiring it to *prepare* for resumption passed in 1819. During the war of 1812, the banks in the Middle and Western States suspended, and it was with the notes of these suspended banks —borrowed by the government from the banks which had suspended, that they might be able to make loans to the government—that our armies and gallant navy were enabled to meet and repulse the enemy. The peace extinguished the Indian title to immense tracts of fertile lands, which were soon surveyed and brought into market. Payment for lands, and duties on imports were made in bank notes, which, although they had been put in circulation by the government, did not answer the purpose of merchants engaged in foreign commerce, and as ours is a hard-money government, the Bank of the United States was chartered to aid in the process of resumption, and became the agency through which our "foreign commerce" supplied specie to the Bank of England, which, although it did not resume until 1825, and had accumulated $75,000,000 in gold and silver, much of which had been taken from us, was then saved from suspension by the accidental discovery of a large amount of one pound notes, which were in one of the vaults of the bank, and which, being sent to the country bankers, arrested

the run on them for specie, and thus saved the Bank of England. So much as to the crisis of 1820; as to

THE CRISIS OF 1837

It will be recollected that the payment of the national debt left a very large deposit in the Bank of the United States, which was transferred by General Jackson to the deposit banks, and that the effect of this transfer was to increase the number of banks and of bank notes about 100 per cent. during General Jackson's second term, and so stimulated speculation that the sales of the public lands, which during the nine years preceding his election did not average 800,000 acres, were increased in 1836 to the enormous quantity of 20,074,870 acres, proving incontestably that those who controlled the deposit banks were using the public deposits to speculate in public lands. To prevent this, Congress transferred the public money to the States. Alarmed lest this transfer should cause the western banks to suspend specie payments, and render his transfer to them unpopular, General Jackson issued his specie circular, thus creating an extraordinary demand for specie at the moment when, from causes which we now proceed to explain, there was an extraordinary pressure on the Bank of England, which compelled that bank to adopt the measures which overwhelmed us with bankruptcy and ruin.

THE EFFECT OF WEST INDIA EMANCIPATION ON THE BANK OF ENGLAND.

It will be remembered that in 1834, Parliament emancipated the British West India slaves, and abolished the East India monopoly. The sum requisite to pay the West India indemnity, and the proceeds of the commercial assets of the East India Company, placed upwards of $100,000,000 in the Bank of England, which was lent to the money dealers, and inflated the currency in England at least 50 per cent., at the same moment that the deposit banks were inflating ours, and the payment to the claimants of the sums awarded created a pressure upon the bank so severe that the managers were compelled to create a credit with the Bank of France, which, by restoring confidence again, saved the bank from suspension. It may be proper at this point to refer to the

CAUSE OF THE SUSPENSION OF THE UNITED STATES BANK.

It will be recollected that after his return from England, Mr. Van Buren was, in 1832, placed on the same ticket and chosen Vice-President, and that, wishing to secure his election in 1836, as the successor of General Jackson, his partisans wished to make him the party candidate. The payment of the public debt left a large accumulating fund (say $40,000,000) in the Bank of the United States, and being apprehensive that the influence of that bank would be exerted against him, and believing that the seizure and distribution of these deposits among the numerous selected banks would not only emasculate the Bank of the United States, but, by making the seizure a party measure,

and by causing him to be recognized as the party candidate, greatly strengthen his chances of election, by enlisting in his favor the active support of all the deposit banks, who, being the depositories, would become interested in procuring the election of him who had distributed among them so much "public plunder." Accordingly, a caucus of his partisans was convened in Boston—among whom were the late Joel R. Poinsett and David Henshaw—and through their influence General Jackson, who had been induced to make a triumphal procession through New York and New England, and preparatory therefor was made a Doctor of Laws by their most honored university, was induced to seize upon the public money in the Bank of the United States; and the ink was scarcely dry on his diploma before he issued his order for the removal of the deposits. Mr. Van Buren's hopes were realized; the influence of the public money, exerted through the deposit banks, carried him into the Presidency. Fearful, however, that the Bank of the United States might, by contracting the currency, create a pressure in the money market, and thus defeat his purpose of electing Mr. Van Buren his successor, General Jackson issued an order, through the Secretary of the Treasury, that the deposit banks should discount freely on commercial paper; the effect of this was, as we have seen, greatly to inflate the currency. The veto of its charter compelled the Bank of the United States to obtain a charter from Pennsylvania; and being compelled to sell out its branches, the directors availed themselves of the inflation of the currency, and received payment in the notes of the deposit banks. They saw that they could create a crisis by demanding payment in specie; but as this would have involved their own bank in the common ruin, and as they were admonished by the excessive imports that there would be an increased demand for foreign exchange, they invested largely in the bonds of the States, then commencing a system of internal improvements, and made large advances on American produce, shipped to Biddle & Humphries, an American house, established at Liverpool, intending to reinstate the capital of the bank by a sale of the State bonds and the American produce, and thus providing funds to pay their bills. By a comparison of dates it will be seen that Mr. Jandin, as the agent of the United States Bank, reached London with the State bonds at the moment when the Bank of England was under the severe pressure created by an extraordinary demand for specie to pay for foreign wheat, there having been two successive bad crops, increased by the payments to the owners of West India slaves, for which funds had been deposited with the bank, and which funds had been loaned to the money dealers, as before explained.

The result was that the Bank of England, unwilling to sanction the purpose of Mr. Jandin's visit to England, seeing that if permitted to establish in that market the value of American State bonds bearing an interest of six per cent., the holders of English three per cents. would convert them into American six per cents., and that, though the agency of such sales, a large part of British capital might be transferred by the bank of the United States to this country, refused to permit Mr. Jandin to open and account with that bank, the result was that Mr. Biddle, having drawn bills for near or quite five millions of dollars to

enable the merchants of New York, whose goods were consumed by the great fire, to pay their European creditors, and relying upon the sale of American produce and American securities to provide funds to pay them, the Bank of England passed an order that no note predicated on the purchase of American produce should be discounted in that bank. The effect of this order and of the combinations formed to depreciate American credit was that, to prevent a protest on the bills drawn by Mr. Biddle, Mr. Jandin was compelled to hypothecate American securities, to renew which hypothecations the Bank of the United States was compelled to make large advances in specie, until by this process its specie resources were exhausted, and being compelled to suspend payment, the balance due was paid in State bonds and other securities until the agent of the party making the advance on the hypothecation, wrote home in 1842, that the profit realized on the securities then taken from the bank, was more than two and one half millions of dollars! It is believed that the bonds of the State of Illinois were taken at sixteen cents on the dollar, they are now worth more than one hundred.

It will be seen that the failure of the bank of the United States resulted from the power and influence exerted by the monied power of England exerted directly through the Bank of England, and that the advances made by the directors on American produce were made not with a view to speculate therein, as many believe, but as a means of realizing the capital of the branches (which by the veto of its charter it was obliged to sell out) by the process, which but for the peculiar condition of the bank of England, as explained, and which compelled that bank to act as it did, would have saved this country from the monetary crisis which the directors of the Bank of the United States foresaw would be the inevitable consequence of the expansion of the currency, the speculation resulting from the seizure of the public money, and the use made of it by Mr. Van Buren and his party.

NICHOLAS BIDDLE.

That this view is correct is sustained by the following extract from a letter written to the undersigned by Mr. Biddle, dated Andalsia, April 20, 1841.

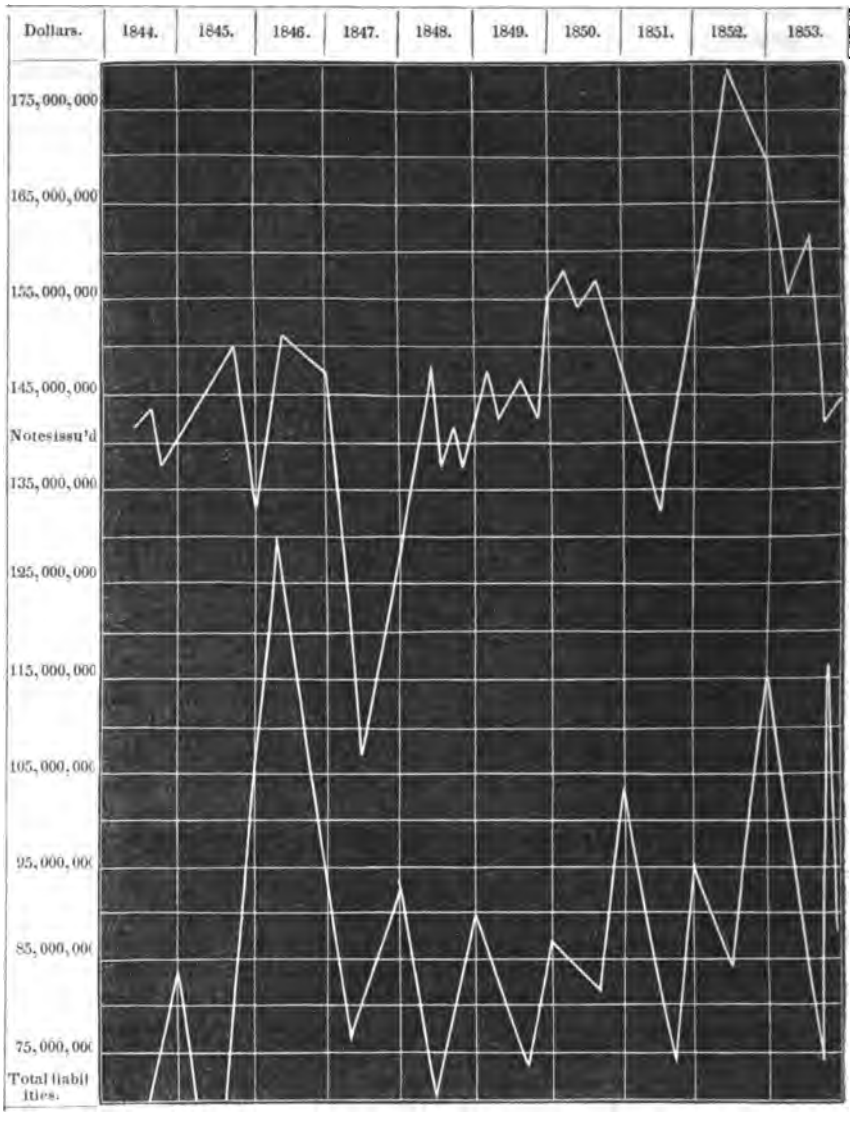
"At a time when so many sycophants who fawned upon me while I could serve them, are joining in an outcry against me, now that I have voluntarily renounced the power to confer favors upon them, and hope to make new friends by sacrificing an ancient benefactor, it is specially agreeable to me to hear the voice of an independent man who never flattered me in power now raised to defend me."

THE FLUCTUATIONS OF THE ISSUES OF THE BANK OF ENGLAND.

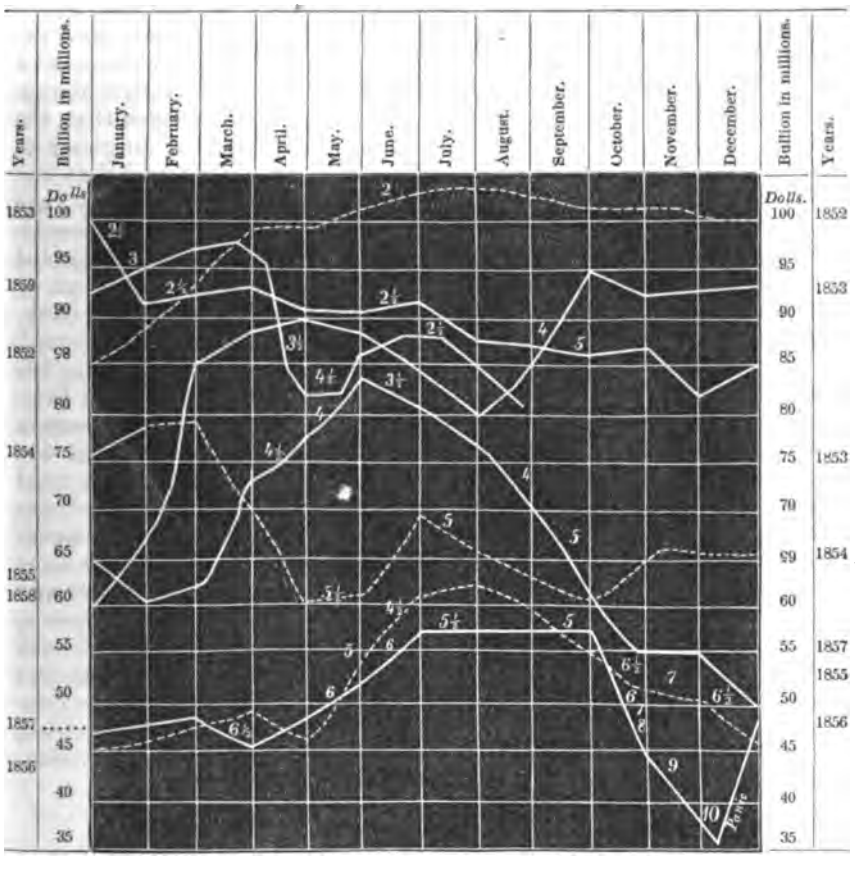
The undersigned never was the partisan of the Bank of the United States, but having the experience of the crisis of 1821, he saw that the effort to cast the odium upon Mr. Biddle, by those who, by the seizure of the public money and the inflation of the currency, were alone responsible for the desolation and bankruptcy which overwhelmed us, would greatly injure the country, and he endeavored then as now, to

arrest the current of popular prejudice. His convictions then formed were confirmed by a residence of nearly two years in London, and numerous facts, derived from sources the most reliable. Such, however, was the power of those who, in Europe, had conspired with others in Europe and in the United States, to break down the bank, that they not only accomplished that purpose, but acting on our sectional passions and prejudices, they have so regulated our "commerce with foreign nations," that they have become the substitute for that bank, and through the agency of our foreign exchanges regulate, not only the value of our *money*, but the value of our credit and of our property. As the Bank of England is so important a part of the machinery by by which this is done, the undersigned submits the following diagrams by way of illustrating its effect upon the currency of England, prepared by an eminent London banker, (Mr. Edward Hazelwood,) from upwards of 4,000 returns of the Bank of England, and giving the amounts of bullion in the bank, the amount of notes issued, the total liabilities of the banking department and the fluctuations in the rate of interest.

Fluctuations of the amount of notes issued and of the liabilities of the Bank of England during the ten years from 1844 *to* 1854.



Fluctuations of the rates of interest charged by the Bank of England.



In this table the figures upon the several lines indicate the rate of interest charged by the Bank of England at the date indicated by the diagram, and show that these rates of interest were regulated by the amount of bullion; thus, when in 1852 there was $100,000,000 of specie in the bank, the issue of bank notes had reached $180,000,000, and the rate of interest was two per cent., and it will also be seen that, in December, 1857, the bullion in the bank was reduced to $35,000,000, and the rate of interest was ten per cent. It is obvious that this increase in the rate of interest was intended to throw upon the commerce of England the onus of restoring the bullion which the government had taken from the bank to pay the cost of the wars in India and China; and the fact that, as the currency in India and China is silver, and, therefore, the payments had to be made in silver, and that as the currency of England was gold, and of France silver, the Bank of England paid a premium for silver, ($155,000,000 of which was sent to India,) and paid for it with gold, and that the exports of gold from the United States to England, within a short period preceding her exports of

silver, was upwards of $320,000,000, whilst the imports of gold into France, from 1st July, 1855, to 1st January, 1858, was $272,600,000, for which the Bank of France paid a premium of $2,800,000, shows that England obtained from us the gold with which she purchased the silver of France. And the further fact that the effect of the export of our gold produced the crisis of 1857, and caused ruinous depreciation of the value of our credit, and of our property, demonstrates that the present regulation of our commerce enables the Bank of England to *regulate* the value of our money, and of our property; and that the fluctuations in our currency, and in the value of our property, are not the result of our system of banking, nor of overtrading or speculation, but of the measures and policy of the Bank of England, intended to throw upon us, and upon the commerce of England, the onus of replenishing her vaults with the specie which the wants of that bank, originate as they may, coerce that bank to regain. As it is only through the vast accumulation of capital, the result of her intelligence, her industry, her manufactures, and her commerce, that the Bank of England is enabled to exert such control over the commerce and resources of this country, it is manifest that, to relieve ourselves from the calamitous influence heretofore exerted over our currency, we must create a capital and resources sufficient to protect our credit and our currency from the ruinous effect of the measures of that bank, however stringent they may be. As we have before said, to do this we must create a capital, which may be so invested, and of a character and quality so excellent, that it will be at all times convertible into specie, in any market, here or in Europe. With a sufficient amount of such capital, we can defy the power of the Bank of England. Of what does the resources of that bank consist? SEVENTY-TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS, all of which is invested in securities, which, being so invested, will, if Mr. Chevalier's estimates be correct, in ten years, depreciate one half.

OF THE PRESENT POWER OF THE BANK OF ENGLAND.

Is this a power of sufficient strength to regulate our currency, our credit, and our wealth and resources against our will, if it were the interest or policy of that bank to exert it to our injury? It is not. But it is but justice to the bank, and to the people of England, and especially to the wise and able statesmen who now rule that great country, to say, that so far from wishing to injure us, they desire to aid, and will rejoice in the augmentation of our wealth, of our credit and prosperity; by increasing ours, they increase their own. We are, and it is to be hoped ever will be mutually dependent on each other; and the people of England are no less interested than we are in such a reform, as will enable the Bank of England to give them "*a money market undisturbed by continual fluctuations,*" which is indispensable to a "*general distribution of labor.*"

The undersigned during a late visit to London, had occasion to realize that, isolated from the rest, and standing among European nations as the chief representative of liberal principles and constitutional government, England looks with pride and hope to the United

States, relying with confidence, as well she may, upon the material aid which she will assuredly receive from us, should the progress of events require such aid to maintain those great principles of civil and religious liberty, which we and they have inherited from our common ancestors. The "London Times" estimates the amount of American securities held in England, to be at least four hundred millions of dollars. Too much of this, it is true, represents bad iron, but the owners of a large part will lend their influence and coöperation, giving strength to measures tending to enhance the value of their interest. England no longer wishes to maintain on our western border, a cordon of hostile Indians and Mexicans to arrest our progress towards the Pacific. She now sees that in case of an European war, we will become the carriers of her merchandise, and she, therefore, rejoices in our increasing prosperity, because her commercial interests will find protection in the strength which will maintain our rights as a neutral nation.

"LONDON TIMES" AND "CHRONICLE" ON SLAVERY IN THE UNITED STATES.

In proof of this, the "London Times," in a leader on the slavery question in the United States, and the revulsion in favor of the southern States, caused by the vagaries of the abolitionists, says: "The union of the American people is not only one of importance to themselves, but to the world at large. It has been fully proved, not only on the American continent, but in our own colonies, that the enforced equality of the European and African tends not only to the elevation of the black but to the degradation of the white man. We cannot find any sympathy for those who would try in the United States the plan of a half-caste republic, and we trust that the federal government, and the right-thinking part of the community will protect the south from the repetition of such outrages as that at Harper's Ferry."

And the London "Morning Chronicle," in a late article on the political aspect of the country, says: "There may, indeed, be politicians in the United States reckless enough to look upon a dissolution of the Union with complacency; but the immense mass of the people, to whatever party they may belong, are determined to maintain the federal bond unimpaired. They know that the Union has been the means, under Providence, of preserving peace within their own borders; of enforcing the respect of other nations, and of facilitating that enormous commercial and industrial development which has made them, if not the foremost nation of the earth, at least equal to any, and rendered that preëminence merely a question of time. It is not to be supposed that a people, so profoundly convinced of this truth, will suffer the keystone of their greatness to be removed. In the preliminary flourishes of this great quadrennial contest, the vehement professional politician, who looks merely at temporary and personal success, takes, as a matter of course, the chief part. Men largely engaged in business, and averse to the turmoil of political strife, will leave the field to the noisy talkers, until the time draws close at hand for action; and then the wealth and intelligence of the United States will throw their weight into the scale, and crush any attempt to obtain a party victory at the

risk of putting an end to the national existence. If, indeed, the success of the Democratic party be as much a matter of certainty as is now represented, all fear, not of such an event as the dissolution of the Union, for that we regard as impossible, but of grave inconveniences, resulting from aggressive steps against slavery, is at an end. But, even if this estimate should prove incorrect, and the Republicans should carry their candidate, southern rights would be but little interfered with. Office brings with it responsibility; and, just as in this country, an opposition which has been roaring like any lion, coos most dove-like as soon as it crosses to the ministerial benches, so the most vehement anti-slavery champion the North might send to the White House would, upon his installment there, subside into impartiality or inoffensiveness."

We cannot legislate for the Bank of England; but, seeing how much our present system of commerce, as regulated by Congress, subjects our currency, our credit, and the value of our property, to the contingencies which may effect the measures or policy of the Bank of England, it is the duty of Congress to so regulate our commerce with England as to strengthen our credit, protect our currency, and give stability to the values of property.

THE BASIS OF CAPITAL IN ENGLAND AND THE UNITED STATES COMPARED.

The basis of British capital, and the source of her wealth and prosperity, is her manufactures. These do not rest, as some believe, on cheap labor, but upon cheap capital. With a population less than ours, she can produce more manufactures than all the rest of the world can, without *machinery*. It is her cheap machinery and her skill, and not her cheap labor, that enables England to command the markets of the world. Her strength, the source of her wealth and prosperity, is the abundance and cheapness of her machinery. Our strength, the source of our wealth and prosperity, is the abundance and cheapness of our lands; and our advantage consists in this: that, whilst the constant increase of the precious metals will tend to diminish the value of a large proportion of her accumulated capital, that increase will enable us to extend our system of railways, and augment our wealth and resources by increasing the quantity of lands brought into use and adding to their value.

To show that the organization of the Bank of England, and the manner in which that bank regulates the exchanges, is most unwise, the undersigned gives a table showing the rate of interest charged by the Bank of France for a period of more than fifty years. The rate charged—

From February 20, 1800, to November 13, 1806, was 6 per cent.
From November 14, 1806, to August 4, 1807, was 5 per cent.
From August 5, 1807, to February 28, 1814, was 4 per cent.
From March 1, 1804, to July 31, 1814, was 5 per cent.
From August 1, 1814, to August 31, 1814, was 4 per cent.
From September 1, 1814, to May 31, 1819, was 5 per cent.
From June 1, 1819, to January 31, 1820, was 4 and 5 per cent.

From February 1, 1820, to January 13, 1847, was 4 per cent.
From January 14, 1847, to December 26, 1847, was 5 per cent.
From December 27, 1847, to March 2, 1852, was 4 per cent.
From March 3, 1852, to October 6, 1853, was 3 per cent.
From October 7, 1853, to January 19, 1854, was 4 per cent.
From January 20, 1854, to May 11, 1854, was 5 per cent.
From May 12, 1854, to October 4, 1855, it was 4 per cent.
From September 21, 1855, to October 17, 1855, it was 5 per cent.
From October 18, 1855, to March 30, 1856, it was 6 per cent.
From March 11, 1856, to September 24, 1856, it was 5 per cent.
From September 20, 1856, to June 24, 1857, it was 6 per cent.

This table shows conclusively that a contraction of the currency and an increased rate of interest are not, necessarily, parts of a system of exchanges, and that it is possible to relieve our currency from the fluctuations caused by the Bank of England. When that bank wants specie it curtails discounts and puts up the rate of interest; and thus transfers to the commerce of England the *onus* of replenishing her coffers. When the Bank of France wants bullion she pays a premium for it, and by maintaining her line of discounts, prevents a monetary crisis and gives constant employment to labor.

RELIEF TO RAILROAD COMPANIES.

At present the weakest and most exposed part of our finances is our railroads. To capitalize the payments for railroad mail service will not only strengthen that interest so as to rescue it from the grasp of the *first* mortgage bondholders, but to place its control in the hands of our own people, and render it one of the main pillars of our credit, wealth, and prosperity. The elder Peel wrote a pamphlet to prove that the national debt of England is a national blessing His argument was that as the debt was held by the people of England, and there was the same sum to the *credit* as the *debit*, and the debt was an investment, at all times available as capital, so far from being a burden was a source of prosperity, inasmuch as it was a means of giving employment to labor. If such is the effect of the British debt, which represents money expended in wars, what will be the value of an investment in our railways which will increase the value of the property connected with them at least five times the sum of their cost, if the shares representing such investment are at all times convertible into money, or can be used in the ordinary transactions of business at a certain and increasing value? To show that the value of the shares of well-located railways, made with a due regard to economy, will increase in the same ratio as the value of fixed incomes will depreciate is one purpose of this memorial, as it is likewise to remind your honorable body that inasmuch as the Constitution devolves upon you the power to regulate the value of money, and also to regulate our "commerce with foreign nations," it is your duty to take into consideration the effect which the control over our currency, now exerted by the Bank of England, has upon the value of our money, and upon the value of our property, and to show that so many of our railroad com-

panies have issued first mortgage bonds, which are held chiefly abroad, and which although they constitute a small part of the cost, or of the real value of railroads pledged for the payment are soon to become due, and, unless some such relief as herein indicated is given, will soon pass into the hands of the foreign bondholders and their associates in the United States.

THE PURPOSE OF THE FEDERAL CONSTITUTION

Was to create a government, which being charged with the regulation of the value of money, and of our commerce with foreign nations, would have the power to protect the value of our property and promote the common interests and welfare of the people of the United States, as far as a proper exercise of these granted powers can be made available. There are more than one thousand millions of dollars invested in railroads in the United States, and a reference to the map of the United States and of Mexico (and the latter should be included in the system of American railways, although it is hoped she will ever be an independent republic) will show that great as this sum is the territory east of the Mississippi, in which the greater part of that sum has been expended, is so small compared with the Great West, that the mind is lost in the attempt to complete the sums which will be required for the completion of the system. Therefore, as this expenditure has now become indispensable as a part of our system of progress, and is the best possible investment of capital and labor, and the value of the capital thus invested is liable to a most ruinous depreciation, unless it be sustained by a wise exercise of the powers vested in Congress; and it is the imperative duty of Congress to adopt such measures as will protect the value of this class of investments it is proper to consider what those measures should be.

RAILWAYS THE BEST INVESTMENT OF CAPITAL.

We have said that the construction of proper lines of railway is the best possible investment of capital. It is admitted that, although the dividends may not be more than a fair rate of interest upon the capital so invested, the effect of well-located railroads is to add, at least, five times their proper cost to the value of other property; and it is in this view that the question is presented to your honorable body. You are authorized to establish post offices and post roads, and to authorize contracts for railroad mail service. You have authorized such contracts for four years, payments to be made quarterly. You can, if you will, authorize contracts to be made, payments to be in bonds, payable at the pleasure of the government, chargeable upon the revenues of the department, bearing such rate of interest as you deem expedient. All that is asked is a change in the mode of payment. We ask no more; we are willing to receive less than the payments under the present system. You now pay for railroad mail service $3,243,974 per annum. This is the interest at five per cent. on $64,879,480. Many railroad companies are now compelled to pay at the rate of ten per cent. per annum on the sum received upon their first mortgage bonds; they could

realize par on the five per cent. bonds of the government. If the government, instead of paying, as now, $3,243,974 per annum for railroad mail service, were to issue and deliver to the railroad companies bonds, bearing an interest of five per cent., for an amount the interest upon which at that rate will be equal to the payments now made, the saving to these companies will be five per cent. per annum, and this sum compounded at ten per cent., the rate of interest which they are now compelled to pay, will, in less than twelve years, be a saving of a sum equal to the entire sum so advanced; and in twenty-one years the saving will be more than three times that sum. This proposition to capitalize the payments for railroad mail service will cost the government no more than is now paid, and will in twenty-one years add the sum of $208,328,010 to the value of those railroads now employed by the government in carrying the mail.

PROPOSITION AND ITS EFFECT RESTATED.

That this proposition may be well understood, we restate it. The government now pays for railroad mail service $3,243,974, which is the interest, at the rate of five per cent., of $64,879,480. If that sum in bonds delivered to the railroad companies, in payment of the mail service, it will require no more to pay the interest on the bonds than the government now pays. The government will, therefore, lose nothing by delivering these bonds, if the service contracted for be performed. Can the government make the payment in this form? Until the crisis produced by the transfer of the specie of this country to England, in 1820, to enable the Bank of England to resume specie payments, all the departments of the government, and especially the Post Office Department, were accustomed to make advances to contractors. It was not until that crisis, caused by the process which transferred our gold and silver to the Bank of England, forbade honest men, of good credit, to compete with capital in the public employment, that the system of advances of money was forbidden by law. The consequence has been to place the government under tribute to capital, and to increase the public expenditure. But this will not be an advance of money. The government are as much bound now to pay the sum proposed as they will be if they issue their bonds. The department must carry the mails and must pay for the railroad mail service. By reference to the report of the Postmaster General, it will be seen that the cost of transporting the mails on railroads is..... $11\frac{9}{10}$ per mile.

on steamboats	$25\frac{1}{3}$	"
on coach	$13\frac{3}{10}$	"
inferior modes	$7\frac{15}{100}$	"

The railroad mail service is cheaper than the steamboat or the coach per mile; and when the quantity of mail matter is compared with that carried in coaches and the inferior modes, the relative cost will be much greater. It is apparent, therefore, that it is the interest of the government to aid, by all legitimate means, the construction of new roads as well as the bettering of the condition of those already in operation. We have seen that the government may make an advance of the bonds

on contracts, and that the mail service will cost no more than under the present system. It remains to be seen

HOW IT WILL BENEFIT THE RAILROAD COMPANIES.

The present payment for railroad mail service is $3,243,974, at $11\frac{3}{10}$ cents per mile on 26,010 miles of railroad. In 1850 it was nine cents per mile on 5,497 miles of railroad, so that the rate of disbursement has increased more than five hundred per cent. in ten years; the rate per cent. will not increase at the same ratio, but that the increase will be very great no one can doubt. As this service is performed at less rate than by any other mode of conveyance, it is the interest of the government and the duty of Congress to favor this. There is another aspect of this proposition which deserves consideration. The department may, in the contracts, obtain greater control over the times and modes of transportation than under the present system, for now combinations may be formed to extort terms onerous to the service, which may be regulated by contracts of capitalization.

As many of the railroad companies, and especially those in the South and West, pay ten per cent. per annum for funds, the effect of advancing them bonds bearing but five per cent. interest, will be to save to them one half the sum which they would otherwise pay as interest. Thus, if the department delivers to the New Orleans, Opelousas, and Great Western Railroad Company bonds for $6,000, bearing an interest of five per cent., which that company can sell for $6,000 for money at par, then that company will pay but $300 per annum for $6,000, for which they are now compelled to pay $600, and a premium of twenty per cent. besides; that is, they sell their eight per cent. bonds at eighty, which is ten per cent. interest, and twenty per cent. premium; the saving to that company, then, will be five per cent. per annum in interest, and twenty per cent in discount. As the capitalization of the railroad mail pay is to be at the rate of five per cent., and the rate of interest which the railroad companies pay is ten per cent., then there will a saving to the railroad mail service of five per cent. on the whole sum capitalized; that is, the *saving* to the railroad companies will be equal to the whole sum now paid to them; for as they now pay ten per cent., and would then pay but five, the saving on the present railroad mail service would be $3,243,974; and as this will be compounded as an annuity, the undersigned refers your honorable body to Bartlett's annuity tables for the resulting benefits. You will find there that an annuity of $5 at five per cent. interest will amount in sixteen years to $107 89, and in thirty years to $332 19. If such is the value of an annuity of $5, what will be the value of an annuity of $3,243,974?—an annuity to be increased by the progress of the system at the rate at least of one hundred and fifty per cent. in the next ten years, that of the last ten being five hundred. The undersigned will not venture to give the estimate of the benefits to accrue to the railroad companies by estimating the interest at ten per cent., (which rate is less than the benefit to many companies,) because he will not startle the members of your honorable body by the exhibit which that estimate will give.

THE PURPOSE OF THE UNDERSIGNED HAS BEEN TO SHOW:

1. That as the Constitution gives to Congress power to establish post offices and post roads, Congress has power to pay for carrying the mail on railroads by an advance of bonds as proposed.

2. That the cost of transportation by this method of payment will be no more than is now paid under the present mode, and yet the effect will be to increase the compensation to many companies at least one hundred per cent.

3. That the first mortgage bonds, in many cases, represent but a small part of the cost of many railroads, and are held chiefly abroad.

4. That although the effect of the increase of the precious metals will be to reduce the value of these bonds in ten years, say one half, and increase the value of the shares in the same ratio, many of these bonds will soon become due, and unless provision be made for the payment, the holders will sell the railroads under foreclosure.

5. That the effect of this will be, not only to overwhelm many of our people in bankruptcy by the depreciation in the value of railroad shares, but, by that depreciation, to arrest the progress of the construction of railways.

6. That the depreciation of railway shares will have a most injurious effect on the value of all other property; and, if measures be not taken to aid in maintaining their value, will produce a monetary crisis, more disastrous, if possible, than any which has preceded it.

7. That the capitalization of railroad mail pay is a legitimate means of sustaining the railroad interest; that it will cost the department no more than is now paid, and will, in effect, double the compensation, and by giving to the railroad companies bonds, which can be converted into money, at par, upon which they are to pay but five per cent., such companies, with the funds thus obtained, may pay off the first mortgage bonds, and convert their other incumbrances into shares, and thus prevent that ruinous depreciation of the value of the shares of most, or all other railway companies which must take place, if the railroads for which provision cannot be otherwise made, be sold under foreclosure.

8. That, as by the increased quantity of the precious metals, the value of *fixed* incomes are *diminished*, the value of railway shares will be increased in a like ratio, and that, therefore, the holders of first mortgage bonds will combine, to force a sale of the mortgaged railroad under foreclosure, and that, although the effect of the increased quantity will be to diminish the value of money, the effect of the combinations of capital will be to render it more difficult to obtain; and therefore there is no national ground to hope that funds to prevent the sale of many of the railroads can be obtained in any otherwise than in the manner proposed.

9. That, inasmuch as the constitution gives to Congress the power to coin money, and regulate its value, and fix a standard of weights and measures, it is the duty of Congress to aid, as far as the proper exercise of these granted powers will aid, to give a fixed and certain value of money, and, foreseeing, as every intelligent member of your honorable body must, that without the aid, which you can, in the

manner proposed, safely and properly give, the depreciation of the value of our railway shares, must cause a ruinous depreciation of the value of all other property, it is, therefore, the duty of Congress to give the aid proposed.

But the undersigned has another and a special purpose. He has endeavored to place before your honorable body facts and suggestions connected with the sectional agitation which, at this time occupies so much of the public mind, hoping thereby to demonstrate—

1. That the institution of African slavery as it exists in the South was not the result of accident, but was intended by a wise Providence to be an important element in the social organization of this great country, tending to elevate the character, social, moral, and religious of the master and the slave; and that instead of being a source of discord between the North and the South, it is, and will be, advantageous to both; and that so far as it relates to the condition of the laboring poor, the condition of the southern slave is much better than that of the poor of England and Wales, where the compensation of labor is so much below the means of subsistence, that one-tenth of the whole population are paupers, and the poor rates are more than ten per cent. of the entire rental of England and Wales.

2. That the *tariff* is a question rather of cheap *money* than of cheap *labor*, and that as the South produces a much larger proportion of those commodities which enter into our foreign commerce, a much larger proportion of the products of their industry, passes to the foreign consumer; and therefore the South is more interested than the North, in such a regulation of commerce as will give stability to the value of money.

3. That New Orleans being the market at which there must, of necessity, concentrate a much greater proportion of those commodities which enter into our foreign commerce, and the control of our foreign exchanges is indispensable, to the proper regulation of the value of our currency, it is the duty of Congress, to aid, by all legitimate means in giving strength to New Orleans as a commercial depot.

4. That the fact that such is the demand for money in the South that the New Orleans, Opelousas, and Great Western Railroad Company are compelled to give ten per cent. for money, and allow twenty per cent. discount on their eight per cent. bonds, to enable that company to extend their railroad into Texas, should coerce Congress to authorize payment to be made to that company for mail service in the manner proposed, because with such a contract their road can be built without issuing first mortgage bonds.

5. As the Sabine and Rio Grande railroad will be an extension of the New Orleans and Opelousas railroad into Texas, and the purpose is to extend that road to Mazatlan in Mexico, and through Austin, and San Antonio, to the Southern Pacific railroad, which will be extended to Guaymas and San Francisco; there are other facts peculiar to the Southern Pacific, and the Sabine, and Rio Grande railroads, which recommend them to the consideration of Congress.

FIRST, IN REFERENCE TO THE SABINE AND RIO GRANDE RAILROAD.

It will be the main stem connecting the Pacific, at Mazatlan, and the interior of Mexico, with St. Louis and that part of the United States which lies east of Mississippi, also, with New Orleans; for this road being made to Mazatlan, the road from St. Louis through Little Rock and Fulton, in Arkansas, will be extended to Austin, and thus, the whole travel to Mexico from all parts of the United States east of the Mississippi, will pass over the Sabine and Rio Grande, which can be so constructed, that the time between New Orleans and Mazatlan will be less than forty-eight hours, which will command and concentrate upon New Orleans not only the bullion trade of Mexico, but that of California, Australia, and South America, as well as a very large part of the valuable trade of Asia, which will then prefer this route to all others.

A system of well-located railroads will tend to arrest the civil wars which have so long paralyzed the industry and commerce of Mexico, and by giving profitable employment to her people, create an interchange of the products of labor, promoting peace and good feeling with us as well as among themselves.

By removing all cause for disturbance, it will give peace to the frontier, and save to the government of the United States a large sum now disbursed for its protection.

AS TO THE SOUTHERN PACIFIC RAILROAD.

Its construction will not only furnish the most direct route to Guyamas and the southern part of New Mexico and Arizona, for a large part of the population east of the Mississippi, but it too will form a main stem upon which the roads from St. Louis to New Orleans will concentrate, and passing near the line of Mexico, and between Mexico and the Indians, who have been accustomed to make war upon Mexico, will enable the government to transport our troops and munition of war at so much less cost, and with so much greater celerity, that the saving in the pay of troops and other army expenditures alone will go far towards paying the interest on the sum required to insure the construction of this road, without reference to a proper compensation for mail service. Congress, in the large expenditures heretofore made for carrying the mails to California, admits that having colonized California, Oregon, and Washington, we are bound to protect our people, exposed as they are to the contingencies which lie in the future, and it is in reference to the defense of New Orleans and the Pacific States and the maintenance of friendly relations with Mexico, that the Southern Pacific railroad and the Sabine and Rio Grande are of importance second to none other in the Union. But it is urged that the Southern Pacific is a *southern* route, and by some, it is said that the advocates of a *northern* route will prefer defeating any measure which may insure the construction of a southern road, because they wish to strengthen and perpetuate the issue between free labor and slave labor, as a controlling element of party politics, and rely upon the increased free soil vote which the next census will give

them to secure for them such a preponderance in both houses of Congress, as to enable them to obtain such grants in aid of the northern road, as will secure its early completion, and confirm their sectional control of the government, by increasing their strength and adding to the bitterness of the sectional conflict. The undersigned is no alarmist; he yields to none in his earnest desire to preserve and perpetuate their union; he has an abiding confidence in the special Providence which has heretofore guarded and protected our interests; but he is admonished that to maintain our liberties, we must be ever vigilent, and he grieves to be compelled to say that the continued warfare on the rights and interests of the South, has created so strong a sentiment of distrust and resentment in that section, that it is the duty of Congress deliberately to consider the tendency toward dissolving the Union, which such a measure would have, for an idea may become a controlling fact.

The undersigned, therefore, leaving the Southern Pacific Railroad Company to act for themselves, proposes for the New Orleans, Opelousas, and Great Western Railroad Company, and the Sabine and Rio Grande Railroad Company, that within three years they will have completed a continuous line of railroad from New Orleans to the city of Austin, and that within two years thereafter, they will have completed a railway from Austin or San Antonio to the line of the Southern Pacific railroad, and that the Sabine and Rio Grande Railroad Company will within six years have completed their railroad to the Pacific ocean, the government advancing them, after the first two hundred miles of road shall have been completed, as compensation for carrying the mails on that part of their road which shall be in Louisiana and Texas, bonds, as proposed, at the rate of ten thousand dollars per mile, and upon the condition that at any time within thirty years, redeliver the bonds and cancel the contract, and that within one year from the date of their contract, they will carry a daily mail in coaches from Austin, in Texas, by way of El Paso, including the letter mail and government dispatches, for the sum of one hundred thousand dollars per month to be paid quarterly, the coaches to be superseded by railway as the railroads are completed; and in that case, five per cent. bonds at the rate of ten thousand dollars per mile, to be given to the New Orleans, Opelousas, and Great Western, and to the Sabine and Rio Grande Railroad Companies, for carrying the mail on so much of their lines as may be in Louisiana and Texas, and a corresponding deduction to be made from the payment for the service in coaches.

All of which is respectfully submitted.

DUFF GREEN.

36TH CONGRESS, 1st Session. | SENATE. | MIS. Doc. No. 49.

IN THE SENATE OF THE UNITED STATES.

APRIL 7, 1860.—Ordered to be printed.

Mr. HARLAN submitted the following

LETTER

From the Secretary of the Interior, to accompany "bill (S. 384,) *authorizing the sale of abandoned military reservations."*

DEPARTMENT OF THE INTERIOR,
Washington, April 6, 1860.

SIR: I have the honor to inclose herewith a bill, prepared in the General Land Office, at your suggestion, made in behalf of the Committee on Public Lands of the Senate, "authorizing the sale of abandoned military reservations."

Since the repeal, in 1858, of the general laws under which, prior to that time, such lands of the United States were sold, there has been no act of Congress of a general nature on the subject. Should Congress see fit to intrust the disposal of such lands in the future to this department, the provisions of the inclosed bill are such as I would approve.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. JAS. HARLAN,
Committee on Public Lands, U. S. Senate.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 50.

REPORT

OF

CAPTAIN W. B. FRANKLIN,

IN CHARGE OF

The Capitol extension, made in compliance with a resolution of the Senate on the feasibility and expense of moving the Senate Chamber from its present position, so that it will take in the windows on the north end, or east or west sides of the Capitol.

APRIL 9, 1860.—Read and ordered to lie on the table. Motion to print referred to the Committee on Printing. Report in favor of printing the usual number submitted, considered, and agreed to.

OFFICE U. S. CAPITOL EXTENSION,
Washington, April 9, 1860.

SIR: I have the honor to submit the following report and estimates, in obedience to the resolution of the Senate of the 19th ultimo.

The resolution contemplates a report upon the feasibility and expense of moving the Senate Chamber from its present position, so that it will take in the windows on the north end, or east or west sides of the Capitol.

1. *Removal to the east side.*

This side is the main front of the north wing. It contains the main vestibule, and, were the Senate Chamber to be moved to this side, the main entrance and vestibule would have to be closed, as part of the vestibule would have to be included in the Chamber. It would be destructive to the use of this front to carry out this plan, and the front would either have to be abandoned as an entrance or a new one would have to be designed. I do not think it would be feasible to make this move, unless the front of the Capitol were completely reversed.

2. *Removal to the north end.*

This alteration can be made by moving the Chamber through the north corridor behind the President's seat, and by throwing this corridor, the retiring-room, and the President's and Vice-President's rooms into the floor of the Senate.

I take it for granted, in making this report, that the area and cloak room arrangements of the present Chamber are satisfactory; and, in

studying this change, an arrangement as near like that now existing as is possible was contemplated, taking in the north windows, or making the north wall of the Capitol the north end of the Senate Chamber. The windows of the principal story will then be on the Senate floor, and those of the third story on the gallery floor.

To make the change, it will be necessary to take down the north wall of the Chamber. This wall extends to the roof, and forms one of its supports, on account of which fact the roof will have to be taken down and rebuilt.

The walls separating the President's retiring and Vice-President's rooms must be taken down.

A new east and west corridor must be made, which will extend from one principal stairway to the other, and which will be partially lighted by the two skylights of those stairways.

The corridor in the south end of the wing will be closed and turned into four rooms, which must answer the purposes of those taken into the Chamber under the new arrangement; or the rooms on the west, now used as offices of the Senate, can be made the President's, Vice-President's, and retiring rooms. These details, however, are merely indicated to show that certain alterations, in addition to the mere change of position of the Chamber, will have to be made, and not for the purpose of settling a design.

The heating and ventilating apparatus must be altered to meet the requirements of the new position and exposure of the Chamber, and a large part of the attic story must be taken down and rebuilt. Certain alterations in the interior of the basement must be made on account of the new position of the south wall of the Chamber, which, of course, was not contemplated in the design which has been carried out. A radical change will have to be made in the basement arches which are under the Senate Chamber. In fact, an entire demolition and reconstruction of at least one half of the interior of the north wing must be made if the Chamber be removed to the north end.

Careful estimates have been made of the cost of the alteration, predicated upon the presumption that the iron work about the galleries and ceiling can be used in the altered Chamber.

The amount required is $165,000.

In this estimate nothing is put down for ornamenting the walls or ceilings.

A plan and vertical section of the north wing have been made, showing the arrangement of the building if the Chamber be moved as above indicated. They are transmitted with this report.

3. *Removal to the west side.*

A plan, showing the position of the Chamber removed to the west side, is also transmitted.

The horizontal dimensions of the Chamber now in use, excluding the galleries, are eighty-four feet by fifty-one feet. Those of the Chamber, as designed for the west side, are sixty-six and a half feet by forty-one feet; but the spaces under the galleries are open, so that the actual area of the floor will be but little smaller than that of the existing

Chamber. The small dimensions are given in order to save the retiring-room of the Senate, which is highly ornamented with polished marble, and is a very beautiful and costly work.

It will be seen that in this arrangement a part of the interior of the building will be difficult to light, and, under the best dispositions that can be made, will be inconvenient and uncomfortable. But this design has the advantages of giving windows on two sides of the Hall, and, as had been remarked above, it saves one very beautiful room.

The cost of the removal to the west side will be $200,000.

In the vertical section referred to, the details of the construction of the roof are not given; the truss is only sketched. The roof will be a difficult piece of work, and the truss is only put in to finish the drawing, not to settle its design.

In conclusion, I have the honor to report, that it is practicable to so alter and reconstruct the present room occupied by the Senate; that it may be extended to the windows on the north end, or west side of the north wing of the Capitol, and that the expense of the extension to the north end will be $165,000, and that of the extension to the west side will be $200,000. The time required, in both cases, will be two years from the date of commencement of the work.

It is practicable, also, to place the Chamber on the east side of the north wing, but placing it there would involve nearly the reconstruction of the building.

I am, very respectfully, your obedient servant,

W. B. FRANKLIN,
Capt. Top. Eng's, in charge U. S. Capitol Extension.

HON. JOHN C. BRECKINRIDGE,
Vice President of the United States,
and President of the Senate.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 51.

RESOLUTIONS

OF THE

LEGISLATURE OF MAINE,

IN RELATION

To a uniform decimal system of weights, measures, and currencies.

APRIL 10, 1860.—Referred to the Committee on the Library, and ordered to be printed.

STATE OF MAINE.

RESOLUTIONS in relation to a uniform decimal system of weights, measures, and currencies.

Whereas, there now exists throughout the civilized world divers unequal, incongruous, and inconvenient systems of weights, measures, and currencies, without a proper basis or any uniform ratio of divisions and multiples, thus subjecting the scholar, the teacher, and the man of business to numerous and needless perplexities in computation and in trade, and making it a most difficult task to determine the absolute or the comparative value of many coins, quantities, and admeasurements now in use; and whereas a reform in regard to these inequalities and regularities is demanded by the highest interests of education and commerce: Therefore,

Resolved, That our senators and representatives in Congress be requested to use their influence to have that body consider the proposed subject, and establish a uniform decimal system of weights, measures, and currencies, fixing their standards or units of each measure, with their subdivisions or multiples, in the most concise and simple manner; and the more effectually to promote this desirable reform, an international commission be recommended for the purpose of producing a uniform system of metrology throughout the commercial world.

And whereas any great reform of this kind can be successfully completed only by the aid of scientific men; and whereas it is necessary for the end in view to bring to requisition the greatest ability and ingenuity to be found in the nation: Therefore,

Resolved, That Congress be recommended to offer a worthy premium to any citizen of the United States who shall devise the best system of decimal weights, measures, and currencies; the question of merit to be decided by the commission, to which the whole subject shall be intrusted.

Resolved, That the secretary of state be instructed to forward printed copies of these resolves to our senators and representatives in Congress.

IN HOUSE OF REPRESENTATIVES, *March* 20, 1860.

Read and passed.

F. A. PIKE, *Speaker*.

IN SENATE, *March* 20, 1860.

Read and passed.

T. H. MARSHALL, *President*.

Approved, March 20, 1860.

LOT M. MORRILL.

STATE OF MAINE.

OFFICE OF SECRETARY OF STATE,
Augusta, *April* 3, 1860.

I hereby certify that the foregoing is a true copy of the original deposited in this office.

NOAH SMITH,
Secretary of State.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 52.

PETITION

OF THE

PEOPLE'S PACIFIC RAILROAD COMPANY,

CHARTERED BY THE LEGISLATURE OF MAINE,

FOR THE

Purpose of building a railroad and establishing a telegraph from the western line of the State of Missouri to San Francisco, praying the right of way and a grant of land.

APRIL 16, 1860.—Ordered to lie on the table, and be printed.

To the honorable the Senate and House of Representatives in Congress assembled:

The undersigned respectfully represent that they are commissioners of the People's Pacific Railroad Company, a company chartered by the legislature of the State of Maine for the purpose of building a railroad and establishing a telegraph from the western line of the State of Missouri to the city of San Francisco. The object and purposes of this company will more fully appear from the charter, a copy of which is hereunto annexed.

We respectfully request that Congress will grant the right of way across the territories of the United States, and make such grants of lands as they may deem just and equitable for the promotion of an object which, for years, has excited the liveliest interest throughout the whole country.

The importance of this road is so well understood, and the object has so frequently been presented to the consideration of Congress, that we need not enter into any enlarged statement in regard to it.

All agree that the construction of a road to the Pacific will confer inestimable advantages upon the whole nation.

We ask you to aid us, because we believe ours is the only plan by which the enterprise can succeed.

We propose to enlist the people of the United States, to a large extent, in this great work.

We also propose that the stock shall be taken up in from one to ten shares, at $100 each, so that it may be owned and controlled by and used for the benefit of the people of the United States.

We therefore pray that the national Congress will aid us by such legislation as you may deem just and proper.

JOSIAH PERHAM,
President.
ABIEL ABBOTT,
Secretary.

BOSTON, MASSACHUSETTS, *April* 10, 1860.

The following resolve was adopted at the meeting of the board, on Tuesday, April 3, 1860:

Resolved, That the president and secretary of the board of commissioners of the People's Pacific Railroad Company be, and are hereby, authorized to forward a petition to Congress forthwith, asking them, in behalf of the company, for the right of way to build the road through the territories of the United States; also, for the assistance of Congress, by granting a reasonable number of alternate sections of the public lands, on each side of the road, with such additional aid and encouragement as they may be disposed to render.

A true copy of the record.

ABIEL ABBOTT, *Secretary.*

PEOPLE'S PACIFIC RAILROAD COMPANY.

Charter, Organization, Address of the President, Josiah Perham, with the by-laws of the Board of Commissioners.

STATE OF MAINE.

IN THE YEAR OF OUR LORD ONE THOUSAND EIGHT HUNDRED AND SIXTY.

AN ACT to incorporate the People's Pacific Railroad Company.

Be it enacted by the senate and house of representatives in legislature assembled, as follows:

SECTION 1. J. W. Porter, J. R. Bachelder, E. Wells, Jabez True, John Benson, Joshua Dunn, Seth Parlin, James A. Bicknell, Wyman B. S. Moor, Reuben B. Dunn, John Dorr, F. Stevens, John S. Abbott, Algernon S. Washburn, Thomas M. Andrews, George D. Stanley, Edward A. Nason, Edward Fenno, Jeremiah Fenno, Ebenezer G. Brown, Amos Stickney, Solyman Heath, Joseph Burton, Joseph J. Eveleth, Francis Davis, John W. Chase, William J. Kilburn, A. D. Brown, Ezekiel Holmes, John W. Veasie, Joseph Piper, Benjamin F. Barton, James L. Child, Sylvanus Caldwell, jr., George W. Richer, Benjamin F. Morse, Stephen Patten, John Osgood, George S. Carpenter, Daniel C. Stanwood, Francis Chase, Stephen Deering,

Enoch Libbey, Josiah Perham, I. S. Worthington, J. M. Becket, H. Williams, David Wilder, jr., E. W. Ridgway, Alexander Holmes, E. B. Phillips, A. Firth, J. E. Perley, Benjamin French, George W. McLellan, George L. Bean, George S. Bullans, Abiel Abbott, Wm. H. Spooner, E. D. Amidown, Alexander De Witt, Daniel Chamberlain, Isaac Emery, E. R. Page, George O. Hovey, Samuel R. Payson, Jabez C. Howe, H. R. Horton, Edmund F. Cutler, W. W. Clapp, jr., Daniel N. Haskell, Joseph B. Morse, Benjamin F. Archer, John Toy, Jeremiah N. Sewall, John Huggins, T. M. Allyn, Moses W. Wilson, Horace Whittaker, Eliphalet Trask, Austin L. Rogers, Franklin Ames, William J. Eames, John O. Presbrey, Albert Cushman, Alvin Adams, Paul W. Paige, Oliver Frost, John Branning, Nathan Potter, jr., A. W. Banfield, John P. Bigelow, E. R. Sawin, A. M. Bigelow, Eugene L. Norton, Carver Hotchkiss, J. B. F. Osgood, Wm. Upham, J. W. Atwood, Samuel C. Upham, Daniel S. Cobb, H. G. Knight, Joseph A. Gilmore, Perkins Gale, Seth Fuller, Nehemiah Abbott, Charles M. Morse, James A. Dix, A. B. Hardy, Charles G. Came, and such other persons as shall or may be associated with them, they and their successors, associates and assigns, are created and constituted a body politic and corporate, by the name of the People's Pacific Railroad Company, by which name they may sue and be sued, plead and be impleaded in any court in this State, or elsewhere, and may make and have a common seal, and the same may break or alter or renew at pleasure; and said corporation, with the consent of the United States, through its territories, and the several States through which said railroad or any part thereof shall be constructed, is hereby authorized and empowered to lay out, locate, construct, furnish, maintain, and enjoy a continuous railroad, with one or more tracks, and all necessary depots, turnouts, stations, and appurtenances for the proper, effectual, convenient, and profitable use thereof, from a point on the Missouri river, between the mouth of Platte river on the north, and the Kansas river on the south, and on such route from Missouri river, through Utah, to the city of San Francisco, on the Pacific coast, and as near as practicable to the present traveled mail route, or by such a route as the said corporation shall deem expedient, and for the public interest; and said company, with the consent of the United States, through its territories, and of any States in which any part thereof may be located, is hereby authorized and empowered to lay out, locate, construct, furnish, maintain, and enjoy such extensions and branches of said road, with one or more tracks, and all necessary depots, turnouts, stations, and appurtenances, for the proper, effectual, convenient, and profitable use thereof, as said company may deem expedient, and for the public interest; and said company is hereby vested with all powers, privileges, and immunities which are or may be necessary to carry into effect the purposes and object of this act, as herein set forth.

SEC. 2. The said company is authorized to accept to its own use any grant, donation, loan, power, franchise, aid, or assistance, which may be granted to, or conferred upon said company by the Congress of the United States, by the legislature of any State, or by any corporation, person or persons; and said corporation is authorized to hold and enjoy

any such grant, donation, loan, power, franchise, aid, or assistance to its own use for the purpose aforesaid.

SEC. 3. The corporation hereby created is authorized and empowered to purchase, receive, enter upon, and hold such lands, streams of water, and real estate, and such right and interest therein as may be necessary or convenient in carrying into effect the objects of the corporation; but all the lands, streams, and real estate, or other right or interest therein which are not donations to said company, shall be purchased of the owner or owners thereof, or acquired in compliance with the laws of the State or Territory in which said lands, streams, or real estate may be located.

SEC. 4. The said corporation shall, on or before the fourth day of July, in the year one thousand eight hundred and seventy-six, construct, complete, and furnish the said road to San Francisco, for the convenient transportation of passengers and freight throughout the entire length thereof.

SEC. 5. The said corporation is hereby authorized to construct and maintain a magnetic telegraph, with the necessary apparatus for the use of the same, along the line of their said road, with branches and extensions between such points as shall be determined upon by the said corporation.

SEC. 6. The capital stock of said company shall consist of one million shares of one hundred dollars each, which shall be deemed in all respects personal property, and shall be subscribed for and held in not less than one share, nor more than one hundred shares by any one company or person, and shall be transferable in such way and manner, not inconsistent herewith, as the by-laws of said corporation shall provide and direct; and no subscription shall be taken by the commissioners hereinafter named, or their successors, or by the corporation, payable in real or personal estate or property of any kind, except the computed value of such property shall be fixed and determined at the time of the subscription by the commissioners hereinafter mentioned, or the directors of said company.

SEC. 7. John S. Abbott, John Dorr, Algernon S. Washburn, Nehemiah Abbot, Samuel P. Strickland, Hastings Strickland, of Maine; Eliphalet Trask, I. S. Withington, Josiah Perham, David Wilder, jr., John P. Bigelow, James M. Becket, P. W. Paige, A. W. Banfield, J. E. Perley, Daniel Chamberlain, Abial Abbott, Benjamin French, Austin L. Rogers, Willard A. Harrington, Henry Emery, Nathaniel Greene, jr., H. W. Keys, Waldo Adams, Oliver Frost, John O. Presbrey, Josiah A. Brodhead, George Shiverick, Edward Tyler, of Massachusetts; George Opdyke, John Huggins, J. N. Sewall, of New York; John P. Jackson, of New Jersey; S. M. Felton, John Toy, B. F. Archer, of Pennsylvania; T. M. Allyn, Moses W. Wilson, Horace Whittaker, of Connecticut; Joseph A. Gilmore, Perkins Gale, of New Hampshire; Amasa Crafts, of Minnesota; Erastus Fairbanks, of Vermont; Stephen H. Tabor, of Rhode Island; Seth Fuller, John Perham, John Evans, of Illinois; Charles S. Perham, John E. Perley, of Kansas; Louis McLane, and Charles A. Washburne, of California, are hereby constituted and appointed commissioners, with power to fill any vacancy that may hereafter exist in

their body by death or resignation, or other cause, and to add to their number by appointment of not more than two additional commissioners for any State or Territory not herein represented; and said body shall be called the Board of Commissioners of the People's Pacific Railroad, and seven shall constitute a quorum for the transaction of any business. The first meeting of said board of commissioners shall be held at the city of Boston, at such time as the three first named commissioners of Massachusetts shall appoint; notice of which shall be given by them to the other commissioners, by depositing a written or printed call thereof in the post office at Boston, directed, postpaid, to their address, at least seven days before, and exclusive of the day of writing. The president and secretary of said board shall, in like manner, call all other meetings, naming the time and place thereof. Said board shall, at its first meeting, elect from its number, by ballot, a president and vice-president, treasurer, and secretary; and it shall be the duty of the president to preside at all the meetings of the board, and in his absence the vice-president shall discharge his duties. The said board of commissioners shall require such bonds from the treasurer as may be deemed proper; and said board may, from time to time, increase the amount thereof as they may deem proper. The treasurer shall have no vote on any question relating to his own duties or anything incidental thereto. The secretary shall be sworn to the faithful discharge of his duty, and such oath shall be entered upon the records, signed by him, and the oath verified thereon. It shall be the duty of said board of commissioners to open books, or cause books to be opened, at such times, and in such principal cities and other places in the United States, as they, or a quorum of them, shall determine, to receive subscriptions to the capital stock of said corporation, and a cash payment of ten per cent. on all subscriptions, and to receipt therefor. So soon as twenty thousand shares shall have been in good faith subscribed for, the said president and secretary of said board of commissioners shall appoint a time and place for the first meeting of the subscribers to the stock of said company, and shall give notice thereof in not less than two newspapers in each State in which subscription books shall have been opened, at least thirty days previous to, and exclusive of, the day of such meeting; and such subscribers as shall attend the meeting so called, either in person or by proxy, shall then and there elect, by ballot, not less than thirteen directors for said corporation; and in such election each share of said capital stock shall entitle the owner thereof to one vote. The president and secretary for the time being of the board of commissioners, and in case of their absence or inability any two of the officers of said board, shall act as inspectors of said election, and shall certify, under their hands, the names of the directors elected at such meeting; and the said commissioners, treasurer, and secretary, shall then deliver over to said directors all the properties, subscription books, and all other books in their possession. And said commissioners, treasurer, and secretary, shall submit a detailed report of all their doings at said meetings, and said stockholders of said company may thereupon ratify and confirm all the acts of the said commissioners, treasurer, and secretary in the premises, so that the same shall be found to be lawfully done, and within

the provisions hereof. In all meetings of the stockholders of said company, each share shall entitle the holder thereof to one vote, which may be given by said stockholders in person or by lawful proxy. And the annual meetings of the stockholders of the said company for the choice of directors, (when they are to be chosen,) and the transaction of annual business, shall be holden at such time and place, and upon such notice as the said company, in their by-laws, may prescribe.

SEC. 8. The directors chosen in pursuance of the seventh section shall, so soon as may be, after their election, elect from their own number a president and vice-president; and in case of vacancy in the office of president, or temporary absence, the vice-president shall preside at the meetings of the board and discharge the duties of president; and if the office of president and vice-president shall become vacant, the board may fill such offices from their own board *pro tempore*, and until the next election of directors; said board of directors shall from time to time, and so soon as may be after their election, choose a treasurer and secretary, who shall hold their offices at the will and pleasure of the board of directors. The secretary shall give such bonds, with such security as the said board from time to time may require. The secretary shall, before entering upon his duty, be sworn to the faithful discharge thereof, and said oath shall be made a matter of record upon the books of the said corporation. No person shall be a director of said company unless he shall be a stockholder, owning and continuing to own stock absolutely in his own right, and qualified to vote for directors at the election at which he shall be chosen, and so continuing during the term of his election.

SEC. 9. The president, vice-president, and directors shall, subject to the conditions of the eighth section, hold their office for three years respectively, and until others are chosen in their place. In case it shall so happen that an election of directors shall not be made on any day appointed by the by-laws of said company, the corporation shall not for that excuse be deemed to be dissolved, but such election may be holden on any day which shall be appointed by the directors. The directors (a majority of whom shall be a quorum for the transaction of business) shall have full power to make and prescribe such by-laws, rules, and regulations as they shall deem needful and proper, touching the disposition and management of the stock, property, estate, and effects of the company, (not contrary to this charter, or the laws of this State, or of the United States or Territories, or of any State through which the proposed road may be located,) the transfer of shares, the duties and conduct of their officers and their servants, touching the election and meeting of the directors, and all matters whatsoever which may appertain to the concerns of said company; and the said board of directors may have power to fill any vacancy or vacancies that may occur, from any cause or causes, from time to time, in their said board; and the said board of directors shall have power to appoint such engineers, agents, and subordinates as may from time to time be necessary to carry into effect the object of the company, and to do all acts and things touching the location and construction of said road; but neither they nor any officer or agent shall at any time incur any liability on account of said company, where the amount thereof

shall render the total indebtedness of said company greater than the total amount of its assets actually paid in, granted, or donated to said company, that can or may be applied in payment of its indebtedness.

SEC. 10. The directors of said company shall make an annual report of their proceedings and expenditures, verified by the affidavits of the president and at least seven of the directors, and shall publish the same annually in at least one newspaper having the largest circulation (as determined by the General Post Office Department of the United States) in each State, and in the city of Washington; and they shall, from time to time, fix, determine, and regulate the fares, tolls, and charges to be received and paid for transportation of persons and property on said road, or any part thereof; but said company shall in no case take or receive a sum greater than four cents per mile for the transportation of persons, nor a sum exceeding four cents per ton of two thousand pounds per mile for the transportation of freight, articles, or merchandise, other than metals, live stock, or minerals.

SEC. 11. It shall be lawful for the directors of said company to require payment of the sum of ten per cent. cash assessment upon all subscriptions received of all subscribers, and the balance thereof at such times, and in such proportions, and on such conditions as they shall deem to be necessary to complete the said railroad and telegraph line within the time in this act prescribed. Sixty days' previous notice shall be given of the payments required, and of the time and place of payment; and in case any stockholder shall neglect or refuse to pay in pursuance of such notice, the stock held by such person shall be forfeited absolutely to the use of said company, and also any payment or payments that shall have been made on account thereof, subject to the condition that the board of directors, or a majority thereof, may allow the redemption, on such terms as they may prescribe.

SEC. 12. Each stockholder of this company shall be individually liable to the creditors of said company to an amount equal to the amount unpaid on the stock held or subscribed for by him, for all debts and liabilities of such company, until the whole amount of the capital stock so held by him shall have been paid to the company; but this section shall in no way be construed as authorizing the contraction of any debts as prohibited in section nine.

SEC. 13. The powers and privileges granted by this act shall not be exercised or enjoyed by the corporation herein named, or by their successors, unless said corporation shall, within the period of five years after the passage of this act, in good faith commence and carry forward, with all reasonable dispatch, active operations to accomplish and permanently secure the objects proposed by the terms specified herein.

SEC. 14. The said corporation hereby created is hereby authorized to accept, by assignment or otherwise, any legally assignable or transferable charter of any other State or States that may have been or shall hereafter be granted for the like purpose, and to consolidate, confederate, and associate with such other corporations under this act: *Provided*, all such other corporations, so chartered, shall have legal power so to do by the terms of their charter or the authority which granted them.

SEC. 15. This act shall take effect from and after its passage.

IN THE HOUSE OF REPRESENTATIVES, *March* 19, 1860.

This bill having had three several readings, passed to be enacted.

F. A. PIKE, *Speaker.*

IN SENATE, *March* 19, 1860.

This bill having had two several readings, passed to be enacted.

T. H. MARSHALL, *President.*

March 20, 1860. Approved. LOT M. MORRILL.

STATE OF MAINE.

OFFICE OF SECRETARY OF STATE.

I hereby certify that the foregoing is a true copy of the original as deposited in this office.

In testimony whereof, I have, in conformity to a law of the United States, hereunto affixed the seal of this State, at Augusta, this 21st day of March, in the year of our Lord 1860.

[SEAL.] LEWIS D. MOORE,
Deputy Secretary of State.

PEOPLE'S PACIFIC RAILROAD.

MEETING OF THE COMMISSIONERS.

The commissioners of the People's Pacific Railroad Company held a meeting at the Adams House, yesterday afternoon.

They were called to order by Colonel Perkins Gale, of Concord, New Hampshire.

The roll of commissioners included in the act of incorporation was read. Thirteen out of fifty-one were present.

On motion of A. W. Banfield, of Boston, a committee was appointed to receive votes for officers of the board of commissioners.

The vote for president was as follows:

Whole number of votes	13
Necessary to a choice	7
Josiah Perham, of Boston, had	12
Daniel Chamberlain, of Boston	1

And Mr. Perham was elected.

Mr. Perham then took the chair.

Oliver Frost, of Boston, was unanimously elected vice-president.

On the ballot for treasurer, I. S. Withington, of Boston, had 10 votes, and Daniel Chamberlain 2. Mr. Withington was accordingly elected.

On the vote for secretary, Abiel Abbott had 10 votes, H. W. Keyes had 1, and Benjamin French 1. Mr. Abbott was elected.

ADDRESS BY MR. JOSIAH PERHAM.

Mr. Perham then addressed the meeting as follows:

GENTLEMEN OF THE BOARD OF COMMISSIONERS: I heartily thank you for the honor conferred on me, and rejoice in being permitted to say that we have reached the first stage of progress in the accomplishment of the greatest enterprise of modern times.

The far-sighted and enterprising State of Maine has granted us a charter for the Pacific railroad, ample in its provisions, and at the same time cautious and well-guarded in its restrictions. This charter provides that no debt shall be contracted where the amount thereof shall render the total indebtedness of the company greater than the total amount of its assets actually paid in, granted, or donated to said company, that can or may be applied in payment of its indebtedness; and no stockholder can be made liable beyond the amount of his subscription for stock.

Having cherished this enterprise for years with unfaltering enthusiasm, and with a confidence that has never wavered, I now see before me a fair prospect of the accomplishment of all my expectations.

The People's Pacific Railroad will be built.

To accomplish this object, we propose to ask $100 each from one million of persons, and surely so trifling a sum will not be refused for a result that will reflect honor, bring wealth, and multiply happiness to the whole nation.

I need call your attention to but a few of the reasons why we and others should engage heartily and earnestly in this enterprise.

In the first place, it will bind the Atlantic and Pacific States by a new and firm bond of union.

Maine, by granting this charter, is extending her hand for a friendly and firm grasp with California, now separate from the land of gold by a sail of one hundred days around the Cape, or by seven thousand miles across the Isthmus.

Maine and California, the Atlantic and Pacific, will then be within seven days of each other.

Some of the choicest sons of all the old States are making their homes and helping to form a new empire in California. Scarce a family circle east of the mountains but has some relative there.

The facilities afforded by this road for a reunion of families for social intercourse will go very far as a compensation for the outlay in building it.

This, however, is but one of the many reasons why we should urge forward this great work. If it were a sacrifice of the entire capital, for this one object, it would be money well expended. Other motives, however, press around us for consideration.

It will be a great step in the progress and wealth of the nation.

The great public works of a nation are the monuments of its civilization.

The accomplishment of this road, completing a line entirely across the whole continent, in less than two hundred and fifty years after its first settlement, will be the wonder of this age and the admiration of those that shall live hereafter.

Great as this enterprise is in itself, it is far greater in the future prospects that it opens before us. It will be the transit route for the richest commerce on earth. The riches of the Indies will then be at our command.

The uncounted millions of Asia and Japan, stimulated to industry by more frequent intercourse with the higher forms of civilization, will pour their accumulated wealth along this channel, to be distributed not only to all the cities of this country, but over all Europe.

The President of the United States, in his message of December, 1858, has well said:

"In a commercial point of view, I consider this the great question of the day. With the eastern front of our republic stretching along the Atlantic, and its western front along the Pacific, if all the parts should be united in a safe, easy, and rapid communication, we must necessarily command a very large proportion of the trade both of Europe and Asia. Our recent treaties with China and Japan will open these rich and populous empires to our commerce; and the history of the world proves that the nation which has gained possession of the trade with Eastern Asia has always become wealthy and powerful. The peculiar geographical position of California and our Pacific possessions invites American capital and enterprise into this fruitful field. To reap the rich harvest, however, it is an indispensable prerequisite that we shall first have a railroad to convey and circulate its products throughout every portion of the Union."

In addition to the benefits which commerce would derive from this new channel of transportation, emigration to the fertile regions of the West would receive a fresh and powerful impulse.

This is the proper and only solution of the difficulties which beset labor at the present time in the cities and villages of the East.

Men are demanding employment at remunerative prices in one section of the Union, while fertile lands in the West are asking more hands for their cultivation. Open to them this channel to cheap lands, and the tide of population would pour along and fill every valley, till the smoke of the cabin would curl around every peak of the Rocky mountains.

The money contributed for strikes, and the time wasted in idleness, both barren of any good results, expended upon this road, would relieve labor at the East and crown new fields with rich harvests. It would be a mercy twice blessed, blessing those that go and those that remain.

It would be impossible to enumerate all the benefits of this great enterprise. They are open and manifest to all who reflect upon the subject. They are denied by none.

The next question for consideration: Is it practicable?

The route proposed in the charter is to commence on the Missouri river, at or near the terminus of all the roads running west from the Atlantic, between the Mississippi and St. Lawrence rivers, to wit: at or near the terminus of the Pacific railroad of Missouri, running from

St. Louis to Kansas, and the Hannibal and St. Joseph railroad, running from the Mississippi river to the Missouri river, across the northerly part of the State of Missouri, about three hundred and fifty miles west of St. Louis, thence westward, near Pike's Peak, through Utah to San Francisco, a distance of about two thousand miles.

This is called the middle route. It has been explored by Colonel Frémont and others, carefully examined by Senator Benton, and pronounced practicable. Over this route thousands of teams have passed, some of them loaded with two tons of freight. On this same road a path may be laid, so that the steam car will rapidly follow the wagon.

If the road is possible, is there enough of capital, enterprise, and courage to build it?

A people that have built and equipped twenty thousand miles of railroad within twenty-five years, can surely build two thousand miles in the next five years. A draft upon the iron mountains of Missouri and Pennsylvania will furnish all of this material that will be required.

It is the intention of the projectors of this road to use none but American iron.

The timber requisite is found near at hand upon a large portion of the way, and, building by sections of twenty-five or fifty miles each, the road itself would carry along its own timber where it is needed.

The road should be begun at both ends at the same time, building from San Francisco east, and from Kansas west.

Will Congress encourage and aid this enterprise?

The plan now before that body, and which seems to meet with unusual favor, is the very one met and contemplated by our charter.

We ask for no exclusive favors. If Congress will give us the right of way, the privilege to take materials from the public lands and every other section of land to a reasonable extent on each side of the road, it is all we ask.

They can do the same on the southern and northern routes whenever parties are ready to build these roads.

We strike for the central route first, to be built in the name of and by the American people.

We do not ask timid capital to risk its millions, but we do ask the strong and courageous, *one million* of the American people, to unite and put their hands to this work, and it will be done.

We ask them to take one share each, and no more than ten shares, paying ten dollars on each share when the subscription is made, in the greatest enterprise, fraught with more blessings than any other business enterprise of this or any other age.

We ask twenty thousand people of Boston and Massachusetts to subscribe for one share each, within four weeks after the books are open; which will give it such force as to sweep the whole country like a whirlwind.

One year of vigorous war with a powerful nation would cost more than the money.

But we are by no means contemplating the loss of the capital expended upon the road. The railroad across the Isthmus of Panama, though built under great disadvantages, and at a great expense, is now one of the highest paying stocks in the country. The steamboats

which supply this road with passengers, both on the Pacific and the Atlantic, are richly paying lines.

A road from the Atlantic to the Pacific ocean, fed by all nations, by ships and steamboats from every part of the world—fed by all the commerce of the world—thronged by passengers to and fro of fifty millions of Americans, must be one of the best paying roads in the world.

In addition to the railroad, our charter permits us to establish a line of telegraph along the whole route. This should be commenced as soon as our subscriptions have reached fifteen millions of dollars, which should be by the first of July, and the line completed, so as to convey through the President's inaugural to California on the 4th of March next. This can be done.

That California will give us not only permission to build the road across her territory, but every other facility in her power, we have no manner of doubt. Indeed, we have the strongest assurances that they will meet us with their own resources, at the border of that State, and do much more than this, if required. I have received letters from California, stating that nine tenths of the people there will subscribe for stock in our company.

I have received letters from all parts of the South and West, stating that our plan for building the road meets with much favor, and that large numbers will subscribe for the stock.

Assured that we are right, we have nothing now left but *to go ahead.*

I therefore recommend that the commissioners forthwith petition Congress for a right of way across the territories, and for a grant of land in aid of the road. Also, that a petition be forwarded to California, by the steamer of the 5th of April, by a special messenger, asking the legislature of that State for a right of way across its territory, and for such further aid as they may choose to grant.

I further recommend that the State legislature, now in session, and such other State legislatures as may be in session during the next three months, be requested to instruct their Senators and request their Representatives in Congress to vote for the right of way and a grant of land to this company.

I recommend that the boards of trade of Boston, New York, Philadelphia, Baltimore, Richmond, Charleston, Mobile, New Orleans, San Francisco, and other cities in the United States, be requested individually to subscribe to the stock of this company.

I recommend that the books for the subscription of the stock in this company be opened in Boston forthwith, and in New York, Philadelphia, Baltimore, Washington, New Orleans, St. Louis, St. Joseph, Chicago, Cincinnati, San Francisco, and all other cities, towns, and villages in the United States, as soon as may be, so that no one can complain of not having an opportunity to subscribe to the stock.

I recommend that the commissioners, and all agents engaged in obtaining subscriptions to the stock of the company, be required to give bonds, or such other security as will insure the prompt payment of the money obtained into the treasury, and that such by-laws and regulations be adopted as will secure that result, so that the money, in no

case, can be appropriated for any other purpose than specified in our charter.

The remarks of Mr. Perham were greeted with applause.

THE TREASURER AND HIS SECURITIES.

Mr. Moses W. Wilson, of Westford, Connecticut, thought the matter was, in itself, capable of being carried out; but they first wanted the confidence of the American public. He would, therefore, ask the board to appoint a committee of its number to take into consideration the amount of bonds of the treasurer, and the character of the securities. He had no distrust of the treasurer, but the people had got to be assured that their money would be legitimately expended; then they would go into this work with zeal and energy.

The committee suggested was constituted as follows:

Hon. Eliphalet Trask, of Springfield; Joseph A. Gilmore, of Concord, New Hampshire; David Wilder, jr., of Brookline; Abiel Abbott, of Boston; John O. Presbrey, of Boston.

BY-LAWS.

On motion of J. M. Beckett, of Boston, the chair appointed the following gentlemen to draft a code of by-laws for the government of the commission: J. M. Beckett, of Boston; J. O. Presbrey, of Boston; D. Wilder, jr., of Brookline; D. Chamberlain, of Boston; H. W. Keyes, of Boston.

The president presented the draft of a memorial to Congress, asking for the right of way, and every other section of land, for a reasonable distance, on both sides of the contemplated road.

The meeting then adjourned to three o'clock, p. m., to-day, at the same place.

BY-LAWS OF BOARD OF COMMISSIONERS.

Rules and Regulations to govern the doings of the Board of Commissioners of the People's Pacific Railroad Company.

ARTICLE 1. In conformity with the requirements of the charter of said corporation, the time and place for holding all meetings of said board shall be called by the president and secretary of said company, by a printed or written notice, sent and directed to each of the several members thereof, postpaid, stating the time and place at least seven days before, and exclusive of the day designated for the meeting.

ART. 2. The president, when present, shall preside at all meetings of the board, and in his absence the vice-president shall discharge his duties.

ART. 3. At the meetings of said board, the several rules and orders, as established in Congress, shall prevail; but at any meeting a motion may be made and entertained for the suspension of any rule or order, and said motion shall not be voted upon until the next meeting of the board; and provided that the notice of the next meeting shall con-

tain notice of said motion to suspend, and the object thereof. By a vote of the majority, after such delay and notice, any rule or order may be suspended.

ART. 4. Each commissioner, and all other agents, in such localities as said board may by vote deem it expedient to open books for subscription to the stock of said corporation, under said charter, shall, before receiving said books or book, and the vouchers of their being duly authorized to discharge said trust, give such bonds and security as a committee of five of said commissioners, especially chosen for that purpose, may determine; and said bond shall require that said commissioner or agent remit to the treasurer of said company, as often as once in ten days, all the funds in full, or as often as he may have five hundred dollars; but in no case shall any commissioner or agent delay to remit more than ten days; but no commissioner or agent for the subscription of stock shall be required to give bonds or security in a greater sum than twenty thousand dollars.

ART. 5. The rate of compensation of the several officers and agents for procuring subscriptions for the stock of said corporation shall be determined by a committee of five, appointed especially from the board aforesaid for that purpose; and no compensation for any service, incidental charge, or expense, shall be paid by said board or the treasurer thereof, except by the special order and approval of said committee in writing; and no member shall have a right to vote relating to any compensation or claim in which such member has a direct or indirect pecuniary interest.

ART. 6. The bond of the treasurer of said company shall be for a sum not less than fifty thousand dollars, for the faithful discharge of his duties; said bond to be increased at the pleasure of the board. A committee of five shall be appointed to examine the accounts of the treasurer, and when the amount in the treasury shall exceed the amount of the bond of the treasurer, said committee shall report to the board aforesaid. The examination shall be made by said committee at least once in thirty days.

ART. 7. The security given by the treasurer for his bond shall be such as will meet the approbation of a committee chosen by the aforesaid board for that purpose; which committee may be the same which shall examine said treasurer's accounts, as before mentioned.

ART. 8. The secretary of the board shall keep a true record of the board and all the doings thereof, and of all committees and the doings thereof. He shall keep a record of all subscription books, to whom sent or delivered, of the vouchers of those appointed and qualified to receive subscriptions of stock of said corporation; and the president and secretary shall be *ex-officio* members of all committees appointed by said board.

ART. 9. All vacancies or additions to the board of commissioners shall be filled by an election by the board, by written or printed ballot; and all committees shall be elected, and any vacancy on committees shall be filled in like manner.

ART. 10. Such additional by-laws as the board may deem requisite, may be made only in manner following: Motion in writing, embodying the proposed additional by-law, shall be submitted at a regular

meeting of the board, and the same shall be laid upon the table for action at the next or such subsequent meeting as the board may by vote determine, and the notice of the meeting at which the same is to be acted upon, shall contain a copy of the proposed addition, and a majority vote required to pass the same. Any change in the adopted by-laws shall be made in like manner.

The President, in his message to Congress, says:

"It is freely admitted that it would be inexpedient for this government to exercise the power of constructing the Pacific railroad by its own immediate agents. Such a policy would increase the patronage of the Executive to a dangerous extent, and introduce a system of jobbing and corruption which no vigilance on the part of federal officials could either prevent or detect. This can only be done by the keen eye and active and careful supervision of individual and private interest. The construction of this road ought, therefore, to be committed to companies incorporated by the States, or other agencies whose pecuniary interests would be directly involved. Congress might then assist them in the work by grants of land or of money, or both, under such conditions and restrictions as would secure the transportation of troops and munitions of war free from any charge, and that of the United States mail at a fair and reasonable price.—(*President Buchanan's Annual Message, December*, 1858.)

The following resolve was adopted at the meeting of the board on Tuesday, April 3, 1860:

Resolved, That the president and secretary of the board of commissioners of the People's Pacific Railroad Company be, and are hereby, authorized to forward a petition to Congress forthwith, asking them in behalf of the company for the right of way to build the road through the territories of the United States; also, for the assistance of Congress, by granting a reasonable number of alternate sections of the public lands, on each side of the road, with such additional aid and encouragement as they may be disposed to render.

A true copy of the record.

ABIEL ABBOTT, *Secretary.*

To the honorable the Senate and House of Representatives in Congress assembled:

The undersigned respectfully represent that they are commissioners of the People's Pacific Railroad Company—a company chartered by the legislature of the State of Maine for the purpose of building a road and establishing a telegraph from the western line of the State of Missouri to the city of San Francisco. The object and purposes of this company will more fully appear from the charter, a copy of which is hereunto annexed.

We respectfully request that Congress will grant the right of way across the territories of the United States, and make such grants of

land as they may deem just and equitable for the promotion of an object which for years has excited the liveliest interest through the whole country.

The importance of this road is so well understood, and the object has so frequently been presented to the consideration of Congress, that we need not enter into any enlarged statement in regard to it.

All agree that the construction of a road to the Pacific will confer inestimable advantages upon the whole nation.

We ask you to aid us because we believe ours is the only plan by which the enterprise can succeed.

We propose to enlist the people of the United States, to a large extent, in this great work.

We also propose that the stock shall be taken up in from one to ten shares, at one hundred dollars each, so that it may be owned and controlled by and used for the benefit of the people of the United States.

We therefore pray that the national Congress will aid us by such legislation as you may deem just and proper.

JOSIAH PERHAM, *President.*
ABIEL ABBOTT, *Secretary.*

BOSTON, *April* 10, 1860.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 53.

MEMORIAL AND JOINT RESOLUTIONS

OF THE

LEGISLATURE OF MINNESOTA,

IN FAVOR

Of the remuneration of James B. Thomas and family for property lost and injury sustained by Indian depredations.

APRIL 17, 1860.—Referred to the Committee on Indian Affairs, and ordered to be printed.

MEMORIAL AND JOINT RESOLUTIONS of the Legislature of the State of Minnesota to Congress for the relief of James B. Thomas and family.

Whereas James B. Thomas, a natural-born citizen of the United States, and in March, 1857, a citizen of Minnesota, does most respectfully represent, that in the year and month aforesaid an outlawed band of some forty Indians of the Sioux tribe, commonly supposed to be under the command of Ink-pa-du-tah, made a descent upon his house and family; that he was by said Indians deprived of all his property, as set forth in the accompanying petition; that one of his sons was instantly killed, and himself wounded in the arm, by the said Indians; that the wound was of such a nature as to render the amputation of the limb necessary, in order to preserve his life; and that he also lost another child from the effects of the intense cold experienced while fleeing from the said Indians for safety; and that he is now entirely destitute and in a great measure unable to support his family. Your memorialists, uniting with the general assembly of the State of Iowa, would most respectfully ask your honorable body to grant a sufficient remuneration to said James B. Thomas and family, for the loss sustained by the barbarous acts of said Indians.

Resolved by the legislature of the State of Minnesota, That our senators in Congress be instructed, and our representatives be requested, to use all their influence to procure the passage of an act for the relief of said James B. Thomas and family, and that, in view of the facts set forth in the memorial, we deem it but an act of common justice on the part of the general government to remunerate to said Thomas and family for the property lost and injury sustained in consequence of said Indian depredations.

Resolved, That the secretary of state forward a certified copy of the

foregoing memorial and joint resolutions to each of our senators and representatives in Congress.

AMOS COGGSWELL,
Speaker of the House of Representatives.
IGNATIUS DONNELLY,
President of the Senate.

Approved, March 8, 1860.

ALEX. RAMSEY.

SECRETARY'S OFFICE,
Minnesota, March 24, 1860.

I hereby certify the foregoing to be a true copy of the original on file in this office.

J. H. BAKER,
Secretary of State.

[SEAL.]

36TH CONGRESS, 1st Session. } SENATE. { MIS. DOC. No. 54.

PETITION

OF

INVENTORS AND PATENTEES,

PRAYING

That the right of appeal from the decisions of the Commissioner of Patents be not abolished.

APRIL 18, 1860.—Ordered to lie on the table and be printed.

To the Honorable Senate of the United States:

The petition of the undersigned respectfully represents: That your petitioners are inventors and patentees now in the enjoyment of the privileges granted to them by the existing patent laws; that among the most important and valuable of the privileges thus secured to them is that which gives the right of appeal from the decisions of the Commissioner of Patents to any of the judges of the circuit court of the District of Columbia.

Your petitioners having been informed that a bill has been presented, and is now pending before the honorable Senate, which contemplates, in one of its sections, the abolition of said right of appeal, do hereby present their respectful remonstrance and protest against the passage of said section.

W. Y. GILL, *Kentucky.*
D. W. CLARK, *Connecticut.*
JOHN EDMONDSON, *Virginia.*
GIDEON BANTZ, *Maryland.*
ANDREW WHITELEY, *Ohio.*
JOHN P. MANNY, *Illinois.*
EDWARD N. SMITH, *Washington, D. C.*
WILLIAM H. BELL, *Washington, D. C.*
F. H. BELL, *Washington, D. C.*
THOMAS H. BELL, *Washington, D. C.*

.36TH CONGRESS, 1st Session. } SENATE. { MIS DOC. No. 55.

SUPREME COURT OF THE UNITED STATES.

No. 197.

APRIL 23, 1860.—Ordered to be printed.

UNITED STATES, APPELLANTS,

VS.

FRANCIS P. FERREIRA, ADMINISTRATOR OF FRANCIS PASS, DECEASED.

APPEAL FROM THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF FLORIDA.

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District court of the United States for the northern district of Florida.

FRANCIS P. FERREIRA, admininistrator of Francis Pass, deceased,
vs.
THE UNITED STATES.

Be it remembered that, on the 21st day of February, 1850, the said Francis P. Ferreira, administrator of Francis Pass, deceased, appeared and filed before the judge of the district court of the United States for the northern district of Florida, his petition, in words and figures following, to wit:

To the Hon. J. H. Bronson, judge of the northern district of Florida, authorized to receive this petition by act of Congress, passed 3d of March, 1849, entitled "An act for the relief of Peter Capella," &c., the petition of Francis P. Ferreira, of the city of St. Augustine, in the county of St. John's, and State of Florida, administrator of all and singular the goods and chattels, lands and tenements, rights and credits, of Francis Pass, deceased, respectfully showeth:

That the said Francis Pass in his lifetime, to wit, in the years 1812 and 1813, was a resident inhabitant in East Florida, living at a place called "Sampson," about twenty miles northwest of the city of St. Augustine, in the said then province of East Florida, the said Pass being at that time, and for many years previously, a subject of the King of Spain, within and under whose dominion the aforesaid East Florida then existed.

That the said Francis Pass, for several years previous to the said year 1812, cultivated a small plantation with four hands, and kept beef and stock cattle, being extensively engaged in butchering and raising stock, and supplying the market of said St. Augustine.

That, in the said years of 1812 and 1813, a large body of troops in the service of the United States, under the superior command of General Mathews and General McIntosh, and the subordinate command of Colonel Smith and Colonel Manning, invaded East Florida, and seduced many persons who lived in that province, and who were subjects of the King of Spain, to join the said troops of the United States. Headed by the American officers, great depredations were committed, and the grossest violence and ill-treatment, on the inhabitants, who were Spanish subjects, and faithful to the King of Spain. For a more perfect history of which your honor is referred to in the testimony taken generally, for use or information in these claims, by the predecessor of your honor, (the late Robert R. Reid,) and to the mass of testimony taken in the several claims adjudicated by your honor, to extracts from which your petitioner prays leave to refer, in collecting the testimony on the following claim.

That the said Francis Pass, in the said years 1812 and 1813, was a true zealous friend and subject of the King of Spain, and used his best efforts to protect his property and his own life from the violence and injuries committed in the said years by the American troops and their deluded adherents, calling themselves patriots; but all his efforts against a body of armed troops were in vain, and he, during said years 1812 and 1813, suffered the following losses, as your petitioner is informed and verily believes, to wit:

Crops of 1812, on plantation at "Sampson," consisting of corn, potatoes, peas, pumpkins, and some garden vegetables, valued at	$600 00
150 bushels of corn in the crib, of the crop of 1811, at $1 per bushel	150 00
2 horses, valued at $40 each	80 00
2 breeding mares, valued at $40 each	80 00
200 head of hogs, at $2 50 each	500 00
700 head of beef cattle, at $10 per head	7,000 00
100 head of stock cattle, at $5 per head	500 00
4 dozen head of poultry	25 00
Plantation tools, household furniture, hoes, axes, saddles, &c	150 00
	$9,085 00

making, in all, the sum of nine thousand and eighty-five dollars.

And your petitioner further showeth unto your honor, that the said Francis Pass died intestate some time about the year 1822, and shortly after the exchange of flags, and, when he died, was a poor man and in very destitute circumstances, and that he died before any act of Congress was passed providing for the adjudication and payment of such losses.

That said Pass left no heirs in Florida, or any other place, that are known to your petitioner, nor did any person represent or take administration upon his estate until the same was recently administered upon by your petitioner; consequently there was no representative or relative of the said Pass to interest themselves and present the said claim for adjudication within the time prescribed and enacted by the act of Congress of June 26, 1834.

And your petitioner, further showing reasonable cause why petition was not presented within the time prescribed by the said act of 1834, and the reason why the claim is now presented by your petitioner, states, that the said Francis Pass, in his lifetime, was largely indebted to the father of your petitioner, Francis Ferreira, and died largely in his debt, as your petitioner learns from the papers of his said father, for cattle sold to the said Pass, and which, in all probability, were the cattle lost by the said Pass.

That the father of your petitioner died some time on or about the day of in the year of our Lord, eighteen hundred and

twenty-two, without collecting the said debt in any manner, and without administering upon the estate of said Pass, and before any act of Congress was passed authorizing presentations of said claims.

And your petitioner further showeth unto your honor, that the said Francis Ferreira, father of your petitioner, died intestate, leaving your petitioner and three other children; and that administration has never been taken upon the estate of the said Francis Ferreira, but that John Ferreira, a brother of your said petitioner, is about administering thereupon; that the said children of the said Francis Ferreira, including your petitioner, were small, and had no knowledge of their father's business, and did not any of them know the said Pass had a claim for losses, until within about eighteen months; with a hope of collecting the just demand of the estate of the said father of your said petitioner, this petition is presented.

And your petitioner further showeth that this said claim, of said estate of said Pass for said losses, has never been paid, either by the Spanish or American governments, or any other person, but is an honest and just one, and should, in equity and honor, be paid by the United States.

Your petitioner trusts that, upon proof of the reasons herein alleged, reasonable cause will have been shown to your honor why petition was not presented within the time prescribed and enacted by said act of June 26, 1834; and therefore humbly prays that your honor will be pleased to receive testimony, and adjudicate this claim, under the provisions of the said act of Congress, and of the treaty with Spain, and of the rules of your honor's court made and provided in these cases.

FRANCIS P. FERREIRA,
Administrator.
WILLIAM A. FORWARD,
Attorney and Solicitor for Claimant.

STATE OF FLORIDA, *Northern District, to wit:*

Personally appeared before me, Francis P. Ferreira, the claimant above named, and who signed his name above, and maketh oath and saith, that the several matters and things hereinbefore set forth and contained are true, of his own knowledge, except as to those matters stated on information and belief; and as to those matters he believes it to be true.

FRANCIS P. FERREIRA.

Sworn before me this —— day of February, 1850, at St. Augustine, in the county of St. John's, Florida.

GEORGE R. FAIRBANKS,
Clerk U. S. District Court, Northern District of Florida.

Filed February 28, 1850.

The Estate of Francis Pass, deceased.—Letters of Administration.

STATE OF FLORIDA, *County of St. John's:*

By Gad Humphreys, judge of the probate court of St. John's county, to Francis P. Ferreira, greeting:

Whereas it has been shown to us that Francis Pass, late of St. John's county, in this State, hath lately departed this life at the city of Havana, on the Island of Cuba, and, as is represented to this court, died intestate, and without heirs, having and leaving goods and chattels, rights, credits, or other assets, within this State and county, by means whereof the ordering and granting administration of all and singular the same, and also the auditing, allowing, and finally discharging the accounts thereof, doth of right belong to us. We do, therefore, by virtue of these presents, and of the authority vested in us by law, nominate and appoint you, the said Francis P. Ferreira, administrator of all and singular the goods, chattels, rights, credits, and other assets of the said Francis Pass, deceased; hereby requiring you to make a full, true, and perfect inventory and appraisement thereof, and to cause the same to be returned to this office within sixty days from the date hereof, and dispose of the same according to law; to ask for, demand, recover, and receive, the debts which unto the said deceased did belong at the time of his death; and to pay the debts which the said deceased did owe, so far as such goods and chattels, rights and credits, and other assets, shall extend, and the law direct; and render unto us, from time to time, a faithful account of your doings, and particularly to render to us annually, acccording to law, at the first term of our court of probate, whenever and wheresover the same may be held, a full and correct account of your receipts and expenditures of the estate of the said deceased; to stand by and observe what may be further ordered in the premises.

In witness whereof, I, Gad Humphreys, judge and *ex-officio* clerk of our said court of probate, have hereunto set my hand and affixed [L. S.] the seal of the said court, at the city of St. Augustine, the 27th day of February, A. D. 1850.

G. HUMPHREYS,
Judge of Probate.

Before the judge of the district court of the United States, for the northern district of Florida, acting as commissioner, &c.

ST. AUGUSTINE, *October* 18, 1850.

In the matter of the claim of Francis P. Ferreira, administrator of Francis Pass, deceased, for losses in East Florida, in the years 1812 and 1813.

WILLIAM A. FORWARD,
Attorney.

Joseph Papy, a witness on behalf of the claimant, being duly sworn, says: I am now between forty-nine and fifty years old; I was born in the city of St. Augustine, and have always lived in said city, and that is now my place of residence. I know Francis Pass, now deceased, who was living in this vicinity in 1812. He lived at a place called Sampson's, about twenty miles from St. Augustine, in a north-westerly direction, about ten miles from the river St. John's, and about the same distance from the Jacksonville road. He planted some corn there, and used to keep his cattle there. He had been in the business of butchering here in the city, and he used to keep his cattle out there at Sampson, and also raised provisions there, corn, potatoes, peas, pumpkins, &c.; and he also raised some hogs. He had four negro hands on that place; four men, by whom he carried it on and planted, &c. In 1812, he planted about twenty or twenty-five acres; some of it had been cow-penned. He was permitted by the governor to plant there; but I do not think he owned the land. He planted about one acre of potatoes, and all the rest was corn, say twenty to twenty-five acres; peas and pumpkins were planted with the corn. He had a small garden attached to his house there, in which he planted the usual garden vegetables. He had no wife, but used to live there, and one of his black men cooked for him. He had tables and chairs, and knives and forks in his house; also, bed and bedding, blankets, and mattrasses, &c., in all, worth about $40 or $50, I should think. He also had some plantation tools, plows, hoes, axes, &c. Can't say how much they were worth. I think he would raise about twenty bushels of corn to the acre on that land, and also a great many potatoes. His potatoes yielded well, but I cannot tell how much to the acre. He had corn in his corn-house, and also in his cribs, of the crop of 1811, when the patriots run him off from his place in 1812.

The patriots made him leave the place, and everything that he had there, in 1812, and he came into town, and, when he got here, he could not return, because no person was allowed to leave the city. I think it was in July when he left and came in. The corn was then as high as my head. At that time the city was besieged by the patriots and American troops. They were all around the city. They had a camp out at Hulbut's place, four miles from town. There were, also, some at Picolatos, some at Camp New Hope, and some at the Cow-fords, on the St. John's. They were all about, and had complete possession of the country, and nobody could venture to go out of the city.

My father was a butcher previous to and in 1812, and I used to go out to Pass's place, at Sampson, to get cattle. When Pass came into town, as above mentioned, he brought nothing with him; left everything at his place, and he could not go out to get it, because the patriots would catch him. I was out there at his place after the patriots came to the Cow-ford, and, I think, about a month before he came into town; but at that time, when I was there, they had not yet been at his place. I was there again about eight or ten days after the patriots and American troops evacuated the country, and his place was all destroyed; the buildings and fences all burned, and nothing was left. When he came to town he lived with Mr. Ferreira, the father of the present claimant, and remained with him until he went to Cuba, where he died.

Pass was poor after he came to town. He was an old man, not able to work, and out of business, dependant upon Mr. Ferreira, and lived with him some years, until he finally went to Cuba, and died there, as I have understood. He went to Cuba about two or three years, I think, after the change of flags, and up to that time he had lived with Mr. Ferreira, and been supported by him; and, before he went to Cuba, I heard him say to Mr. Ferreira that he had nothing to pay him; but, if he, (Ferreira,) could get anything for the losses he had suffered in the patriot war, or by the United States soldiers and patriots in 1812, he might get it and pay himself. Pass was never married. He had no brothers, sisters, children, or relation, that I know of. He was a Spanish subject. A Spaniard by birth, I believe; and I understood he came from Mexico to Havana, and from thence to Florida. He had lived in Florida many years. I had known him ever since I can remember, and since I was a very small boy.

Pass was a man in good circumstances and well off, before he was broken up and ruined by the patriots. He used to keep about six hundred head of beef-cattle, and about an hundred head of stock-cattle. He used to keep these cattle at his place called Sampson; and he had as many as that, I think, when the patriots came into the country in 1812. He used to bring cattle here to town, and butcher them here. He used to butcher here for the Spanish army. He was also in the habit of selling beef-cattle to others who wanted them to butcher. His beef-cattle were worth $10 per head. He was in the habit of selling them for that price. His stock-cattle were worth about $5 per head.

I think he used to keep about one hundred and fifty or two hundred hogs, worth about $2 50 per head. He had two horses and two mares, which he left at his place, as he said, when he came into town. I heard him say that the horses were out in the range, and he had not time to get one to come in with. I do not think the horses and mares were worth more than about $40 each.

I think there were about four or five hundred bushels of corn in the corn-house, (in the ear,) of the crop of 1811. Shelled corn, at that time, was worth $1 per bushel. I used to see poultry there also, but I cannot say how much, or what kind.

Old Mr. Ferreira, the father of the present claimant, was drowned in a vessel which was lost from this place many years ago. It was a vessel running between this place and Havana. Pablo Fontone and Mrs. Travers, and several others from this place, were lost at the same time. I think it must have been twenty-five years ago.

Mr. Ferreira left only three children, all sons; one of whom is the present claimant and administrator of Pass. His widow is still living, and married to Francis Gue, who has since died; but there was nobody that looked after the estate of Ferreira or administered upon it.

It was about three or four years ago that I first told the claimant of this claim, which was unknown to him before, as I understood from him. I have no interest in this claim in any way; neither am I in any way related to the administrator, Ferreira, or his family.

Cross-examined.

It is true that I was but eleven or twelve years old in 1812, yet I was in the habit of going all about the country with my brothers, and with my father's negroes when they went after cattle. I was frequently out at Pass's place (Sampson) with them, and also I went out there several times with old Mr. Pass himself, and I remember distinctly about his place and his property.

The property which I have mentioned—crops, cattle, &c., which he had—was upon his place the last time that I was there, before he came to town. I was not present when he left his place and came to town, and do not, of my own knowledge, know that the patriots were there, or that they drove him off. All I know on that subject is what he and others said after he came into the city; but the fact that he and other settlers in the country were driven off by the patriots, and took refuge in town, was quite notorious, and well known to every one; I never heard anything to the contrary.

I never saw any patriots or United States soldiers on his place, and do not, of my own knowledge, know that they were there, or that they destroyed his property. I do not know what became of it, but it was universally understood that the patriots took and destroyed the property of Pass and others, who abandoned their places and came into the city; and I have always understood that Pass's property shared the same fate as the rest.

I saw Mr. Pass within a day or two after he came into town; he told me that he had brought nothing with him, that he came in on foot. He said he was afraid the patriots would kill him if he staid at his place. He said he came off in a hurry; he said he understood they were at the Cow-ford, and would soon be at his place. John Ashton, I think, was the nearest neighbor to Pass, and he lived about six miles from him. I have an elder brother living, who, I think, was also in the habit of going to Pass's place previous to 1812.

JOSE PAPY.

Sworn and subscribed this 18th October, 1850, before me.

I. H. BRONSON,
Judge and Commissioner.

Before the judge of the district court of the United States, for the northern district of Florida, acting as commissioner, &c.

ST. AUGUSTINE, *October* 18, 1850.

In the matter of the claim of Francis P. Ferreira, administrator of Francis Pass, deceased, for losses in East Florida in 1812 and 1813.

W. A. FORWARD,
Attorney.

Martin Canovas, being duly sworn as a witness on behalf of claimant, says:

I am about fifty-eight years old; was born in the city of St. Augustime, and have always lived here, and now reside here; I knew Francis

Pass, deceased, in his lifetime, and was well acquainted with him; he was a Spanish subject; he is dead; he went from here to Cuba, and died there, I think, after the change of flags; I remember the McIntosh or patriot war in 1812 very well; at the time of the commencement of that war Francis Pass was living at a place called Sampson, about twenty miles northwesterly from this city; he was raising cattle and planting there; and was also engaged in butchering here in town, and kept his cattle out there.

He had then at that time about five or six hundred head of beef cattle, and about one hundred head of stock cattle.

He had four or five negroes, whom he owned, at his place in Sampson; they were principally engaged in planting. I supposed them to be his negroes, but he never told me that they were, and I do not know whether they were or not; he planted twenty or twenty-five acres, principally corn; about one acre of potatoes; and his peas and pumpkins with the corn; that land would yield about fifteen or twenty bushels corn to the acre. He had a house there in which he lived, and household furniture, such as tables, chairs, bed and bedding, and other things necessary for keeping house; his household furniture was worth about $50, I should think; he had usual plantation tools, such as hoes, plows, axes, cart, and other things, worth in all $60 or $70; his stock cattle were worth at that time about $5 per head; corn was then worth one dollar per bushel, and potatoes 50 cents per bushel; he had about 150 head of hogs in all, worth $3 per head; he had also two working horses and two mares, worth about $50 each.

He had also fowls and turkeys, three or four dozen head in all, worth a dollar a head all round.

At the time the patriot war broke out, Pass was considered to be in good circumstances, and well off; I was often at his place in those days, and have stayed there four or five days at a time; I used to help him drive up or gather his cattle, and was well acquainted with him and his property and affairs.

When the patriots came on he was obliged to leave his place and come into town; and after he came in here he was not allowed to go out, and, if he had been permitted to go out, he could not have gone, because the patriots were all around and all over the country; he came into town before the patriots encamped at Hulbut's place and laid siege to the city; they were on their march here, and had arrived at Cow-ford, I think, when he and other settlers from the country abandoned their places and came into town.

I think I had been at his place about a month or so before he came into town; at that time he had corn in his corn-house of the crop of 1811; I think, as much [as] three or four hundred bushels in the ear. I saw Pass when he came in; that is, I saw him the day after his arrival; he was at Mr. Ferreira's; he brought in nothing with him, at least, so he told me then; he said he left everything at his place; he told me that the patriots were coming on, and that all the other settlers of the country were coming in, and he came also; he told me that he came in a hurry, and came on foot; he did not tell me why he did not ride one of his horses; he never got any of his property; from that time forward he continued to live with Mr. Ferreira, and was dependant upon

him; he, Pass, was then an old man; was not engaged in any business, and was very poor up to the time that he left here; the patriots, during 1812, after they came on, had full possession of the whole country about here; no person could go out of town; the patriots killed and destroyed many cattle and hogs, and supplied themselves from the cattle and hogs of the country; there was no one else who could have taken the property of Pass and other settlers who abandoned their places except the patriots.

Four or five days after the American troops evacuated the country, in 1813, I went out to Sampson with Pass to look at his place, and see if anything was left there. The buildings and fences were all burned, and the property all carried off or destroyed. There was nothing left. We looked for the cattle, hogs, horses, poultry, and other property, but it was all gone; everything had been taken or destroyed; he lost everything.

Pass was not a married man; he had no children, brothers, sisters, or other relations that I know of. He was quite alone in the world. He had been here a great many years before the war of 1812. I understood that he came from Mexico originally.

Cross-examined.

I never saw any of the patriots or American troops on Pass's place before he abandoned it.

I do not know of my own knowledge that they ever were there; and all I know of his being driven off by the patriots, or leaving his place through fear of them, was from what he said and from general report. It was quite notorious, however, and well known here at that time, that most or all of the settlers in the country abandoned their places and fled to the city on the approach of the patriots, and Pass, among others; and I have no doubt it was so. I knew Mr. Ferreira, the father of the claimant, who is administrator of Pass. He was lost at sea a great many years ago, in the schooner Florida. He left only three children, all sons; and, at the time of his death, they were all small boys, not old enough to take care of themselves or look after his estate. I think the eldest was not then over eight or ten years old. I was not in any way related to Mr. Francis Pass, neither am I in any way related to Ferreira, the claimant, or his family. I have no interest whatever in this claim in any way or manner.

I do not know when the claimant first knew of this claim; the first time that I ever told him anything about it was about four or five years ago.

MARTIN CANOVAS.

Sworn and subscribed this 18th October, 1850, before me,

I. H. BRONSON,
Judge and Commissioner, &c.

FRANCIS P. FERREIRA, administrator, estate of Francis Pass,
vs.
THE UNITED STATES, for losses of 1812 and 1813.
} WM. A. FORWARD, *Attorney.*

Interrogatories to be propounded to John Suarez, witness to be examined under a commission for and on behalf of the claimants:

1st. How old are you; where do you reside; how long have you lived in Florida; were you in Florida in the years 1811, 1812, and 1813, or any of them, and which?

2d. Have you any knowledge of the operations of the American troops and patriots in East Florida during those years, or any of them, and which; what were your opportunities of deriving this knowledge; were you or not one of the individuals then known as patriots; if so, under whom did you serve; did the patriots and American troops act in connection; who commanded them?

3d. Were you acquainted with Francis Pass in those years; if so, where did he reside, and what business did he follow; were you ever at his plantation, or did you ever see any patriots or American troops upon his place?

4th. How near to the plantation of Pass were patriots or American troops stationed?

5th. Do you or not know whether the said Francis Pass sustained any losses in those years; if so, of what did those losses consist; by whom were they occasioned? State all you know on this subject to the best of your knowledge, information, and belief.

WM. A. FORWARD,
Solicitor for claimant.

Cross-interrogatories.

1st. If you speak of losses suffered by Francis Pass, deceased, state how, when, and where they occurred, and all the particulars about them?

2d. If you say that Pass lost any property by means of the operations of the American troops in 1812 or 1813, state particularly what was the kind, quantity, and value of the property which he lost?

3d. Did you ever see the United States troops or patriots, or either, and which of them, take, use, carry away, injure, or destroy any of the property of Francis Pass in 1812 or 1813?

4th. Do you know of any other matter or thing in reference to this claim, and which may benefit the United States? If so, state it fully and particularly as though you had been specially interrogated thereto.

I. H. BRONSON,
Judge and commissioner, &c.

JANUARY 28, 1851.

To George R. Fairbanks, A. M. Reid, or C. S. Emery, or either and each of them:

GENTLEMEN: You and each of you are hereby authorized and empowered to take the depositions of the witnesses named in the annexed interrogatories, in answer to said interrogatories and cross-interrogatories, in the case of the claim of the administrator of Francis Pass, deceased, at the request and expense of said claimants; and when taken you will seal up the same and send them, under your hand and seals, to the judge of the district court of the United States for the northern district of Florida, at St. Augustine.

Dated January 28, 1851.

I. H. BRONSON,
Judge and Commissioner.

FRANCIS P. FERREIRA, administrator estate of Francis Pass,
vs.
THE UNITED STATES for losses of 1812 and 1813.

The answer of John Suarez, a witness, produced, examined, and sworn, to the annexed interrogatories on behalf of the claimants.

1st. To the first direct interrogatory he says: I am fifty-five years of age; I reside at St. Augustine, Florida, where I have resided all my life; I was in Florida in the years 1811, 1812, and 1813.

2d. To the second direct interrogatory he says: I know that the American troops and patriots were in Florida during those years and acted in concert; that they broke up the settlers in the country, drove them off their places, carried off cattle, and depredated upon and destroyed the country; I was not a patriot, but served in the Spanish service.

3d. To the third direct interrogatory he says: I knew Francis Pass in those three years; he lived in a place called Sampson, about twenty miles from St. Augustine; he followed farming, and had a stock of cattle; I have been many times at his plantation both before the patriot war and afterwards; I never saw any patriots or American troops upon the place.

4th. To the fourth direct interrogatory he says: I do not know of my own knowledge how near to his plantation the patriots or American troops were stationed; I know they had a post at Hulbut's, one at Twelve-mile swamp, and one at Davis's creek; the one near to Davis's creek was in the range where Pass's cattle ranged, say about seven miles from Pass's place.

5th. To the fifth direct interrogatory he says: I know that the said Francis Pass sustained injuries and losses in those years; he lost his hogs, cattle, horses, crops, buildings, poultry, farming utensils—in fact he lost everything he had; he was forced to fly, and took nothing; I was on duty at the gate when he came in, and he brought nothing

with him; he was always afterwards a poor man, and never received anything; these losses were occasioned by the patriots. I heard Francis R. Sanchez, who was one of the patriots, afterwards say in my presence that he was with the patriots when they were on Pass's place, and that they took and destroyed his cattle, hogs, &c., and burnt his buildings; that they eat his cattle and hogs in the patriots' camp; this was after the war was over, in 1814; during the war no Spanish inhabitants went beyond the city limits.

his
JOHN ⋈ SUAREZ.
mark.

Sworn before me and subscribed, this 20th March, 1851.
GEO. R. FAIRBANKS,
Commissioner.

1st. To the first cross-interrogatory he says: That he knows nothing more of his own knowledge than he has stated as derived from Francis R. Sanchez, who has been dead some five years; that he was himself on the place after the war was over, and found everything destroyed; neither cattle, horses, or hogs could be found.

2d. To the second cross-interrogatory he says: That he does not know particularly the number of cattle or hogs he had; he had a good stock of both, and butchered; I think he had three hands; I know that he had; he had sixteen or twenty acres of land planted; he had a house and out-houses, &c.

3d. To the third cross-interrogatory witness says: I did not see any of Pass's property, in 1812 or 1813, carried away or destroyed by the troops of the United States or patriots.

4th. To the fourth cross-interrogatory witness says: That he knows of nothing else in reference to this claim, or which could be of benefit to the United States if stated.

his
JOHN ⋈ SUAREZ.
mark.

Sworn and subscribed to before me, this 20th March, 1851.
GEO. R. FAIRBANKS,
Commissioner.

Before the judges of the district court of the United States, for the northern district of Florida, at chambers.

ST. AUGUSTINE, *August* 2, 1851.

In the matter of the claim of the administrator of FRANCIS PASS, deceased,
vs.
THE UNITED STATES, for the losses of 1812 and 1813.

Present, W. A. Forward, attorney for claimants; G. W. Call, district attorney of the United States.

John M. Bowden, a witness on the part of the claimant, being produced, sworn, and examined, says:

I am about sixty years old, and now reside at Mandarin, in Duval county, Florida, on the east bank of the St. John's river; I have lived here all my life; was born and raised in East Florida; in the year 1811, 1812, and 1813, I was living in Mandarin, on the St. John's river, about fifteen miles above the present town of Jacksonville; I have knowledge of the operations of the American troops in East Florida in those years; I was at one time one of the patriots, so called, and served under McIntosh and Colonel Smith of the United States army; the patriots and American troops acted in connection; I was acquainted with Francis Pass, now deceased, in his lifetime; he resided on Sampson creek, about twenty miles north of St. Augustine, on the east side of Sampson creek, and about three miles from the King's road leading to Jacksonville; his place was directly on the road which now leads to New Switzerland, about five miles from the mouth of Sampson creek, where it empties into Julington.

The place is not occupied, and has not been for several years. The volunteers had a fort there during the Indian war, and one Ortegus has since occupied it for two or three years.

In 1812 and 1813 there were patriots and American troops stationed at Davis's creek, about five miles from Pass's place. Also at New Switzerland, (Faito's place,) about ten miles from Pass's. Also at Hulbut's place, four miles north of St. Augustine.

In passing from the camp at Hulbut's, or from Davis's creek to New Switzerland, the road led directly by or through Pass's place.

Pass had a small farm there, and kept stock, cattle, and hogs. His time was principally occupied in attending to his stock, which consisted of stock cattle, beef cattle, and hogs.

He had a large stock of cattle, and I suppose he must have had between five and six hundred head, and perhaps more, besides a good many hogs; and I saw three head of horses which he had.

He planted corn, potatoes, peas, and pumpkins. I think he had about twenty acres cleared, and principally cow-penned land which he planted.

He had three or four hands. His planting was merely to raise provisions for his own use. Stock raising was his main business. He planted there, in 1811, about twenty acres in all.

He had tolerable good log buildings, with a yard inclosed, and rail fence. At that time Mr. Pass was a man who was considered to be in good circumstances, "well to do" in the world, and a loyal Spanish subject.

His property was all destroyed by the patriots and American troops, in 1812. I know it because I saw it. His buildings were burned and place destroyed by the patriots and American troops.

There were some of the American troops there at the time. I was there at various times, and so was Colonel Fr. Roman Sanchez, but I was not there when the house was burned. At that time Pass had been driven off from his place, and was in St. Augustine.

His cattle were killed and driven off, and made beef of, at different times by the troops. His cattle were mostly driven off at first over

Davis's creek, and kept there by the troops at that station, and as they were wanted from time to time, they were sent for and driven into the camp of the patriots and American troops, at Hulbut's place, near St. Augustine. The hogs shared the same fate.

His corn crop of 1812 was planted, and just up when the troops first came on, and was all destroyed.

What remained on hand of the crop of the preceding year was taken by them, but I do not know how much there was on hand.

The patriots took his horses, and had them in the camp here before St. Augustine. They used them to drive his cattle with.

Pass never recovered any of his property, to my knowledge. He was a very poor man after the patriot war was over, and always remained so.

It was in March, 1812, that the patriots and American troops came into the country, and they remained here before St. Augustine until late in the fall. They occupied all the country east of the St. John's as far south as Matanzas or further.

They killed and destroyed all the cattle and hogs in the country, and took and destroyed all the property. When they left the country, there were no hogs or cattle left in the country east of the St. John's. They had killed and destroyed everything except a few, and when they left the country they drove away some with them. They were wasteful and extravagant in killing cattle, and frequently shot down and destroyed more than they wanted for immediate use. The object was to prevent them falling into the hands of the Spanish.

There were two stations on Davis's creek; one at which the regular American troops were stationed, and one where Lieutenant Stallings was stationed. That was at the head of boat navigation on Davis's creek, and there they had a block-house, and a large depot for provisions, flour, &c., which were landed there, and hauled across to the main camp before St. Augustine.

Cross-examined by the Judge.

The patriots and American troops came into the country east of the St. John's a few days after the taking of Fernandina, in March, 1812. The patriots crossed the river at Jacksonville, and marched through the country, and the American regular troops came up the river in gunboats to Picolata, and crossed over from there, and both parties united at the camp before St. Augustine, at Hulbut's place, where they encamped together, all in one encampment; that is, one chain of sentinels inclosed the whole encampment; and they there remained for a number of months, and from this camp foraging parties were constantly sent out in all directions.

I was not with the patriots when they first came in, and cannot be certain whether any of the American troops came with them from Jacksonville to this place, but I think they all came by water to Picolata. It was about a week after they came on here that I joined them.

The way of it was this: A party of patriots came to my house and took me prisoner, and brought me to the camp at Hulbut's, before St. Augustine, and kept me there until I agreed to join them.

They agreed to protect my property if I would join them, (but they did not do it.) Many other of the inhabitants of the country living east of the St. John's, were taken prisoners and brought to the camp and compelled to join them, and some who were obstinate and would not join them were kept prisoners for a long time. After I joined the patriots, I remained with them at the camp here before St. Augustine, until about September, 1812, I think; and then I went out to the block-house, on Davis's creek, where Lieutenant Stallings was in command. I went there with a party of patriots, and we remained there some weeks or months until that camp was broken up, and then I went home. During the time we were in camp before St. Augustine, I was frequently out with scouting parties about the country, and sometimes at the station first mentioned, at Davis's creek; at these times I saw parties driving off Pass's cattle; I knew his cattle by his mark, and moreover, I saw them here at the camp, and also in charge of the patriots at the station at Davis's creek, and at Lieutenant Stallings's station. I cannot say how many I saw at any time, but I have seen parties driving them off more than once, and I suppose they got all of Pass's cattle, because they always took all they could find, and he had none left after the war was over. During the time I was in the patriot service, I was at Pass's place, with others, as much as four or five times. When I first went there the buildings and fences were all standing, and furniture in the house. Pass, however, had abandoned the place and gone into St. Augustine, but had apparently left everything there. I know he left some corn there of the crop of 1811, but I cannot say how much; he also left poultry and pigs there. When our parties went there they took and used whatever they could find. His household furniture consisted of such as is usually found in a log-house, bed and bedding, chairs, tables, cooking utensils, &c., &c., worth at least $150, I should think.

I think it was about June, 1812, that the house was burned up, and then everything was destroyed that had not been stolen. I was not there when the house was burned, and don't know how it happened. I think I was there three or four times before the house was burned, after I joined the patriots. I do not remember that he had anything planted but corn and root potatoes. I think about 20 acres of corn, and about half acre of root potatoes. This, of course, was all destroyed. That land would produce at least 20 bushels of corn per acre. Corn was then worth $1 per bushel; potatoes, 50 cents; stock cattle about $5 per head; beef cattle, $10; stock hogs about $2 50 or $3 a head. His hogs were all killed and used by the patriots and American troops, but I have no idea how many he had. I knew three of his horses which were taken and brought into camp; two horses and a mare. They were worth $40 or $50 each. I think more than one quarter of his stock were beef cattle. He was engaged in butchering and furnishing cattle for the St. Augustine market before the war. I was in the habit of being at his place frequently before the war, and knew about his business and property. I saw his cattle penned in the spring at one time; part of them, not all; and frequently saw them in the range. I lived about 14 miles from him. Pass was a married man, I believe, but his family did not stay there at all. I never saw

any of his family; he lived there all the time; he lived here in St. Augustine after the patriot war was over; he never returned to his place or attempted to occupy it.

In the patriot service I belonged to a company of which the captain was D. S. H. Miller. I do not remember the name of our lieutenant. We were attached to Colonel L. Ashley's regiment. I was in nowise related to Pass, and I have no interest in this claim in any way or manner; am not in anywise related to the administrator, (Mr. Ferriera.)

Direct examination.

I heard talk in camp about the burning of Pass's buildings by the patriots and American troops, and heard them say that they burned them. I think a part of Coree's company were along at the time it was done, and I believe Roman Sanchez was with them.

his
JOHN M. ⋈ BOWDEN.
mark

Sworn and subscribed this 2d August, 1851, before me,
I. H. BRONSON,
Judge and Com.

Extract from the testimony of George J. F. Clark, who was examined as a witness before the Hon. Robert R. Reid, judge, &c., in behalf of the claim of Francis D. Pons and Peter Pons against the United States, for losses in East Florida in 1812 and 1813, namely:

George J. F. Clark: Witness is near sixty years of age; he was in Fernandina in 1812 and 1813; he resided there, and had done so for some time previous.

He speaks of the origin of the revolution; he says that about two years before the breaking out of the same, General Mathews was employed on the frontier endeavoring to seduce the inhabitants to rebel and take the country for the United States; sometimes on the frontiers of East Florida, and sometimes on those of West Florida.

The condition of the country was most prosperous. Every man was making money hand over hand as fast as he could, and in consequence of the restrictive measures of the American government, the trade of the United States with all the world, except Spain, centered at Fernandina.

In consequence of the general prosperity, the overtures of General Mathews were resisted, and the governor became so much enraged at his want of success, that he resolved to visit Governor White and tempt him in St. Augustine. He prosecuted his journey as far as Atkinson's, on the St. John's, to whom he imparted his purpose; and Atkinson, who was an amiable man, dissuaded him; said he, "as sure as you open your mouth to White on the subject, you will die in chains in the Moro

Castle, and all the devils in hell can't save you." General Mathews retraced his steps the next day. Witness heard this story from Atkinson, who was a man of integrity and veracity. He is now dead.

The general at last, and after applying to every one else within his reach, addressed himself to John H. McIntosh, a wealthy man, and of good education, but not influential with the government or people. With him the general succeeded, and the patriot flag was first elevated on the 14th March, 1812, at Rose's bluff, on the south side of the St. Mary's river. So far was Mathews from succeeding in alluring the inhabitants to revolt, that he had said if five thousand Floridians, or even three, would join him, he could then go on and command in his service the United States forces in the neighborhood.

Some seven or eight came even from St. Mary's, among whom were the collector, Major Clark, a man whose name was Bogue, and McIntosh's overseer. About five Floridians, whose names witness does not remember, joined them at Rose's bluff, before mentioned.

The next day the flag was removed to Lower bluff, two miles below. The flag was a white field, with a figure of a soldier in blue charging bayonet, with the motto "*salus populi lex suprema*," but, after the flag and its legend had become the subject of some merriment, it was altered to read "*vox populi lex suprema.*"

When the flag was planted at Lower bluff, the gun-boats fell down the river St. Mary's, and blockaded the harbor of Fernandina, and there came from the patriot camp at Lower bluff, about seven miles from town, a demand that Fernandina should surrender within one hour. Don J. Lopez, the commandant, replied that an hour was too short; he should send a reply, but probably the next day. Immediately a council of war was called and the inhabitants were convened; the commandant dispatched emissaries in various directions, to obtain information, and the inhabitants were employed during the night in throwing up works of defense. The site of an old fort, which stood upon the promontory, and in front of the city, was defended by cotton bags piled up as a rampart—sometimes the bales were three or four deep—and a few small cannon; and from this work the Spanish flag was flying on the morning of the 16th.

The American naval commander discovered these symptoms of resistance, and sent up five gun-boats, which were arranged around the work just mentioned; two gun-boats remained at the mouth of the harbor, and the eighth hoisted sail, having their commander on board, and, sailing up and down the harbor, signals were made and orders given by Commander Campbell. Guns were also fired from this vessel occasionally; and this state of things continued until ten o'clock in the day. When the fifth gun was fired, and an exchange of flag signals had taken place, the patriots, amounting to two hundred and seventy men, debarked from Lower bluff, and came down in seven or nine boats. They were distinctly seen approaching the city. There was much agitation. Several persons called from the shore to the nearest gun-boat, "keep off, or remain neutral until we decide the contest with the patriots." There was a general hurrah from the shore. The reply from the gun-boat was, "if you fire on them we will fire upon you." The authorities were then driven to consider what had

best be done. There were many minds; some were for fighting; some for surrender; some for one thing, some for another; all the while the cannon of the gun-boats, (carrying three apiece,) were pointed in the faces of the people, and the matches were lighted for the purpose of discharging them. At length there was a demand from the crowd collected around the commandant's house, he standing at the steps near the flag-staff, that the commandant should himself decide what should be done. He pondered for a moment, and then said, "we must surrender, resistance would be unavailing." After some little time, he asked, "who will take the flag of surrender?" witness said "I will, if you say so;" which being assented to, witness went out in a boat with a white flag to meet the patriots. Upon coming up with them, he told them that he was prepared to surrender the city and take down the Spanish flag. Accordingly, upon a signal from the witness, the flag was struck, witness returned to the city, and the patriots landed at Fernandina bluff, about a mile from the city. About an hour afterwards they entered the city, under the command of McIntosh. They took possession and raised the patriot flag. So soon as the Spanish flag was lowered, the squadron of gun-boats hauled off and swung at anchor in the stream.

On the next day, 17th, (St. Patrick's day,) Governor Mathews came over, and the American flag was elevated. On that day articles of capitulation, or a treaty, was signed by McIntosh, Mathews, and the Spanish commandant, and several officers on both sides. What was the purport of the instrument witness does not remember; but he knows it was something repugnant to the Spanish commandant's wishes, who protested, and said he was obliged to sign from necessity, and not from choice.

On the 18th or 19th, Colonel Smith came in with three companies, one of infantry, commanded by Captain Woodruff, and two of riflemen, commanded by Massias and Ridgeway. Captain Williams, of the marines, was with them. They pitched their tents within the city, there being no house-room for them.

As soon as the American flag was hoisted, the patriots and Governor Mathews disappeared; they went towards the St. John's, and after occupying the place for two or three days, the American troops obtained all the means of transportation they could procure, and set out, under a heavy shower of rain, also for the St. John's. The American gun-boats were withdrawn at the same time; some went into the St. John's river, and one was lying, for a considerable time, off St. Augustine. Captain Williams, with about twenty riflemen, remained in possession of Fernandina; he was in command about two months. After a short time, thirty militia men from the United States came over to relieve the riflemen, who went off to join their comrades in the country, leaving Captain Williams, a sergeant, and but two men with the militia just mentioned. Captain Williams was relieved by Captain Ridgeway, who, after some weeks, was relieved by Captain Massias. Williams became very popular with the inhabitants; he was mild, kind, and obliging; Ridgeway and Massias were more severe and less popular. Ridgeway allowed his militia men to do as they pleased; he was given to drink. Massias conducted himself with more propriety. The United States troops and patriots then pushed on for St. Augustine.

They constructed a block-house on Davis's creek, for the purpose of provisioning the army, and it was in maintaining a communication with this place that Captain Williams was killed. When the army, composed of the patriots and United States troops, sat down before St. Augustine, the artillery of the fort were desirous of testing their skill in gunnery, and fired at their flag. The first shot very nearly struck the staff, the second still nearer, and half buried a little drummer in the sand, from which he was extricated unhurt.

The American camp was then removed beyond the range of the shot from the fort. Williams was killed fighting bravely, on the night of the 14th September, 1812, and immediately afterwards the patriots and United States troops fell back upon the St. John's, where they remained until the 8th of May, when they left the country. About the 13th or 14th May, Fernandina was evacuated, and after this date the United States troops did not appear in Florida; the patriots remained for several years afterwards, and were more troublesome than ever.

A great many of the inhabitants joined the patriots on their way to St. Augustine. They had no other resources, but were obliged to do so from a just regard to the safety of their persons and property.

The inhabitants of Fernandina were considered prisoners of war, and remained so.

Many removed to Fernandina for safety with their property. These did not join the patriots. Many left the province until the troubles were over.

The people endeavored to get to St. Augustine or Amelia, where they supposed themselves safe. All the plantations in the interior were broken up. Those who brought slaves to Amelia were obliged to support them. Everything was extraordinarily high. The shipping departed when the town surrendered, and all business was paralyzed.

In July, (8,) Don Justo Lopez obtained permission and embarked with his few troops to St. Augustine. They had been prisoners of war from the surrender until this time.

The progress of the United States troops and patriots was marked by disorder and destruction of property, but they would not have committed these outrages but for the presence of the United States troops.

Witness was at the time acting as surveyor general of the province. He was the general agent of the government on the frontier—certifier of all cargoes of lumber at the custom-house.

Wheat flour was worth from $7 to $9 at that time; coffee, 25 cents per pound; firkin butter, 25 cents per pound; lard, 20 cents per pound. Corn was very high at that time, from $1 50 to $2 per bushel. The usual price for corn and peas throughout the country, in 1810–11, was $1 in harvest time, $1 50 in planting time; the medium would be nine bits. Candles were worth 20 cents per pound, soap 15 cents, rice $4 per hundred.

The land on Amelia island would produce twenty bushels to the acre. The land on that island is good. Fifteen bushels would be a fair average product per acre for the land about St. Augustine, unless in small spots.

The average product would be from fifteen to twenty bushels per acre on the St. John's. The acre on Amelia would produce three

hundred bushels (the average) potatoes; on the St. John's the same, and two hundred in the neighborhood of St. Augustine. The plain immediately around St. Augustine was in a state of high cultivation at the time; beyond the fifteen hundred yards there were some farms, but the cultivation was not general. The herds of cattle numerous in 1810, 1811, and 1812, in the country on both sides of the St. John's, but particularly on the west and to the south. Stocks and droves were to be met with in every direction, but during the revolution they were much destroyed, and suffered also from neglect. About the close of the revolution, numbers of cattle were taken by the patriots to Trader's hill and sold for $2 per head. Everybody had more or less of cattle. Papy, Solana, Huertus, Sanchez, and the house of John Forbes & Co., Arredondoes, and Palliciers were among the principal stockholders; but every one of any property owned cattle. The cattle on the west side of the St. John's were not considered so valuable as those to the south of St. Augustine. Stock cattle might have averaged from $8 to $10 per head; a milch cow and her calf were worth from $20 to $25.

After the revolution witness held the office of deputy governor of the northern and western divisions of Florida, and was a Spanish vice-consul in Georgia.

Negroes in the province belonged to three different classes: First, those employed in agriculture, whose hire was worth from $8 to $12 per month. Those employed in lumber getting from $12 to $16, excepting hewers, who were worth 50 per cent. more. Those engaged in shipping about $20 or $30 per month.

Many negroes were employed among the shipping at Fernandina, and a great many employed in the lumber business.

ST. AUGUSTINE, FLORIDA, *November*, 1846.

I, Isaac H. Bronson, late judge of the superior court of the district of East Florida, and now district judge of the United States district court in Florida, do hereby certify, that the foregoing extracts from the testimony of George J. F. Clark, as contained on the eleven pages immediately preceding this certificate, are faithfully and truly copied from the original papers now on file in my office, and in my charge and custody, in the case of the claim of Francis D. Pons and Peter Pons against the United States, for losses in East Florida in 1812 and 1813.

I. H. BRONSON, *Judge, &c.*

Extract from the testimony of Zephaniah Kingsley, who was examined as a witness before the honorable Robert R. Reid, judge of the superior court of the district of East Florida, in the claim of the assignee of Henry Yonge against the United States for losses in East Florida in 1812 and 1813, viz:

Z. Kingsley, witness * * * * * * * * * * witness is a little over sixty-seven years of age. In 1812, witness, when the troubles commenced, was living at Laurel Grove on St. John's river, fifty miles form Yonge's, but his intercourse with petitioner was frequent; he was often on his planta-

tion, especially in 1811, and had an opportunity of knowing the petitioner's pursuits and employments.

Witness is not related to the petitioner; has no interest direct or indirect in the claim.

In March, (about 15th March, as witness was informed,) the patriots appeared at Rose's bluff, and summoned Fernandina to surrender. They were accompanied by the United States gun-boats under Commodore Campbell. On the arrival before the town on the 16th, when their hostile movements were first made * * * the gun-boats were in a line, not 200 yards from the fort, with their guns pointed against it, and the patriots under them soon approached the shore with their flag flying. Their ensign was a soldier charging bayonet, with a legend which witness does not remember; thinks it was "*vox populi lex Dei.*" The town surrendered. The original capitulation is in the hands of John Lee Williams.

When the commandant, Don Justo Lopez, presented his sword, the patriot colonel, Ashley, received it, and putting it on wore it ever after.

About a fortnight or more after the capture of Amelia, Colonel Smith arrived with the United States troops, and joined the patriots at St. Augustine.

The patriots had left Amelia on the 17th March, [and] arrived at Cow-ford on the 18th; on the 19th they lodged at Gunby's, and about [the] 20th or 21st arrived before St. Augustine. General Mathews had been with the patriots about a week before the capture of Amelia. Witness thinks he came with them to Fernandina. Mathews was with the patriots, and in their camp, from the very commencement of hostilities until he was superseded by Governor Mitchell, and he was generally known and recognized as the agent of the United States. He exhibited his authority from, and his correspondence with, the Government of the United States, and the general understanding was that the United States wanted the country, and had deputed General Mathews to subvert the government of Spain in this province. This general opinion was countenanced by the acts, deeds, and language of Governor Mathews.

He was a man of strict integrity, and a good soldier. There would have been no revolution if Mathews had not presented himself to the inhabitants clothed, as he said, and they believed, with ample power to take the country, and to afford protection to the inhabitants.

He exhibited letters and documents to support what he said, and public opinion was left without doubt, when Colonel Smith appeared with the United States troops, and formally received the country, as it was occupied, from the patriots.

The ceremony was this: A handsome oration was made by some patriot orator, offering the country to the United States; the patriots' flag was then taken down, and the United States colors elevated in its place, with a speech from Colonel Smith, accepting the country for the United States, and offering a pledge that he would keep and defend it.

In the beginning of July, 1812, the Spanish sent an expedition up the North river, under command of Miranda, and perhaps others, against Fort Mose, then occupied by the American troops, about three miles from St. Augustine.

The fort was taken and burned, and the Americans retreated about a mile to the west, and there remained near a fortnight.

On the 25th July the Indian war broke out; they had been stirred up by the Spanish government against the inhabitants of the St. John's, all of whom had been obliged to join the patriots' standard, and they were obliged in this wise: A few persons came to Ashley's, on the St. Mary's—Bogue and Clark and McIntosh and Matthews and the Longs, and others—and they were joined by Ashley, who was allured by threats and promises, perhaps both, to join the party.

They seemed to suppose Ashley might be useful to them. McIntosh was made director, and Ashley colonel under him; Governor Mathews directed the whole affair.

They issued a proclamation calling upon the inhabitants to join them, promising land to those who did so, and confiscation and banishment to those that refused.

Witness has seen two copies of the proclamation; does not know if there be one now extant.

Witness was taken prisoner by the patriots, with those who were with him, at Laurel Grove; and they were all taken to the patriot camp at Cow-ford, in the night of the 18th, about 2 o'clock in the morning.

There witness found Mathews, McIntosh, Clark, and others, who insisted that witness should join them; he refused, and requested to remain their prisoner; but they continued to persuade and expostulate until 10 o'clock in the day, when they began their march, and then he was told they would make no prisoners, and that he must either join them or submit to banishment or confiscation. They then produced the act of independence, which witness signed on condition that he should go home and be protected by them against the Indians. Witness went home, but they could not and did not protect him against the Indians. The inhabitants were certainly forced to join the patriot standard; they had no means of protecting themselves and their property, and were obliged, to avoid worse consequences, to make common cause with the invaders.

Some time in June, Mathews held a talk with the Indians at Forbes' store, at Picolata. He said the quarrel was between the white people, and their interference was not wanted, and he advised them to go home and be peaceable, threatening to do them great harm if they refused. Paine and twenty-seven chiefs were there; thinks Bowlegs was there, and hostile to the patriots.

The Indians received a present, by order of Mathews, from the store of Forbes, and they yielded assent, but they were not cordial. They stole witness's horse that night. The Indians remained quiet until they attacked the inhabitants of St. John's, on the 25th of July. The city of St. Augustine had been closely invested by the patriots and United States troops, and was on the point of famine. The soldiers were reduced to a pint of corn per day, and a surrender seemed inevitable, when, to avoid it, the Indians were let loose upon the settlements on the St. John's. The desired effect was produced; many of the patriots left the camp and flew to the protection of their families

and homes, and the invaders retreated to camp New Hope, on the St. John's; the siege was at an end, and St. Augustine relieved.

As Colonel Smith was falling back upon the St. John's, he was forced to obtain his provisions from that quarter; and Captain Williams, a meritorious American, who was escorting their supplies for the army, fell, for that time, into an ambuscade of provincial blacks and Indians, and was killed. The troops left the country in 1813, but plundering and ravage continued for a long time afterwards.

Everything was thrown into disorder; the houses all burned; the inhabitants flying or keeping up a feeble warfare against the Indians; fields were ravaged; the cattle destroyed or driven away; slaves were left to the mercy of the Indians, or to their own control or discretion. All these evils arose, undoubtedly, from the presence of the United States troops, an agent, without which, there would have been no patriot insurrection, and no Indian warfare.

The country was in a very flourishing state when the revolution commenced. The lumber and cotton trade made it so. It never was so prosperous before or since. It was left by the patriots a perfect desert.

The people of St. Augustine had more cattle than anybody else; the herds were numerous; Arredondo, Huertus, Sanchez, Solonee, were chief or principal owners; Hogan, Hartly, and Hendricks owned the most on the St. John's. Others in that quarter owned more moderate stocks; they were planters. Those first-named were principally graziers.

The land on the St. John's generally averaged 200 pounds of cotton to the acre, and from 15 to 25 bushels of corn; the ordinary price of corn on the river, $1 25; the same, witness thinks, would be the product of the lands in the neighborhood of St. Augustine, and so in both places; 160 bushels potatoes to the acre; 50 cents a fair price for potatoes; a cow and calf would be in those times worth about $16; hogs were dear, a hog of ordinary size would weigh 75 pounds, and pork in the market would bring 12 cents per pound; a good yoke of oxen, worth $50 at least; beef cattle worth $16 or $18, fully $18 per head; an ordinary cow $14; poultry were high, a goose $1, turkey $1 50, fowls 75 cents, ducks 75 cents.

The expedition against Mosa was fired on by the Americans (United States troops) all the way up the creek as they approached the fort; a 24-pound shot passed through the fort, and the Americans retreated.

The patriots and United States troops acted in concert together at this juncture, and generally the retreat of the United States troops from Mosa was protected by a guard of patriots under Bogue. Colonel Smith sent the witness to obtain the guard, which he did.

The value of a good field hand $500 to $600; those accustomed to the lumber business, $800.

ST. AUGUSTINE, FLORIDA, *November*, 1846.

I, Isaac H. Bronson, late judge of the superior court of the district of East Florida, and now judge of the United States district court for the district of Florida, do hereby certify, that the foregoing extracts from the testimony or deposition of Zephaniah Kingsley, in the claim

of the assignee of Henry Yonge, against the United States for losses in East Florida in 1812 and 1813, as the same are contained on the eight pages immediately preceding this certificate, are correctly and faithfully copied from the original papers of said claim now on file in my office, and in my charge and custody.

I. H. BRONSON,
Judge, &c.

Copy of the testimony of Winslow Foster, who was examined as a witness before the Hon. Robert R. Reid, judge, &c., in the claim of Felicia Garvin, administrator of William Garvin, deceased, against the United States, for losses in East Florida, in 1812 and 1813, viz:

Captain Winslow Foster * * * * knew William Garvin in his lifetime, but does not know his widow, the petitioner in this case.

Knows nothing of the losses said to have been sustained by Garvin in the years 1812 and 1813.

At the time of the surrender of Fernandina, the witness was a sailing-master in the United States navy; he commanded gun-boat No. 62, and was present when the patriots took possession of the place.

On the 15th day of March, in the year 1812, a flotilla of gun-boats, five in number, descended the river St. Mary's; the movement was in consequence of the order of Commodore Hugh G. Campbell, post-captain of the navy of the United States, and commander on the southern station. On the morning of the 16th, the officers were summoned on board the commodore's gun-boat, commanded by Captain Sinclair, where the broad pennon was displayed.

They received their orders from the commodore in writing, and they were ordered to enter the harbor of Amelia, and to approach the battery of Fernandina as near as possible without incurring the danger of going aground.

They were to be prepared for difficulty, and to aid with their power the patriots under McIntosh, who were expected to make an attack on Fernandina that day. The orders of the commodore were obeyed. Five boats entered the harbor, they mounted six 32-pounders, one long 18, and six 9-pounders. The commodore remained in Cumberland sound, or Prince William's sound, at the mouth of St. Mary's river, within signal distance; and after making signals, the boats did approach the town of Fernandina in hostile attitude; the men were at quarters, the guns were pointed, tompions out, and matches were lighted; every thing was prepared for the expected emergency. Perceiving the intentions of the flotilla to be warlike, the Spanish authorities hauled down the Spanish flag, and sent it to the Americans; they refused to receive it, or to hold any communication with those that brought it. It was then taken back to the city, and hoisted again; after waiting four hours, at least, the patriots made their appearance; their force was about 250 men, and they approached in flat-boats through Bell's river. After some communications had taken place between the Spanish authorities and the patriots, the flag at the town was again lowered, and a

white flag went up, the device of which was a man charging bayonet, and the motto, "*vox populi suprema lex.*"

The patriots took possession, and the gun-boats immediately left the harbor, and sailed to Point Peter. The crews of the gun-boats averaged about 50 men to each boat; there must have been 16 guns on the shore; the battery was a temporary breast-work thrown up in haste, and composed of cotton bales. The patriot force was composed (with not more than one or two exceptions) of citizens of the United States.

The night before the invasion, witness was sent for arms and ammunition to Point Peter; Major Laval, of the cavalry, was then in command, in the absence of Colonel Smith, the military commander of the station. The major said, in reply to witness's application, that, though he had promised arms, &c., yet on his way from St. Mary's to camp he had reflected on the matter; he thought it a d——n rascally business, and advised witness to tell his commander to get his neck out of the halter as soon as possible.

Witness had understood that besides ammunition and arms, 60 men (United States troops) had been promised for the invasion.

Witness returned, and reported his ill-success to General Mathews, who was much disappointed, and greatly enraged.

After the affair was over, Commodore Campbell sent for the orders he had given on the occasion for the purpose of copying them; the orders were sent, and witness has never seen them since. When the boats first went into the harbor, the intention was certainly to use force, according to orders, in aid of the patriots against the Spaniards; they were required to cover the debarkation of the patriots, and to assist them until the Spanish flag was taken down, then to afford aid to the sufferers, &c., &c.; but after waiting for two hours or more, the commodore seemed to have reflected upon the subject more maturely, and made signals to the boats to withdraw.

The witness, young and enthusiastic at the time, and deeply interested in the affair as to his feelings, resolved to disobey the order conveyed by signal. He consulted with another officer in command with him before the battery, and told him he (John K. Grayson) might obey the order of the commodore if he pleased, but witness was resolved to remain where he was.

Grayson sailed with two boats from the harbor, and rejoined the commodore, by whom signals were repeated and urged by the firing of guns for the withdrawal of the boats.

Witness, however, retained still his position, and then a boat came to him from the commodore, with orders to hold no communication with the shore, and in no event to fire upon the town. These orders were entirely unknown to the authorities of the town, and to the patriots; but when the patriots landed, if any difficulty had occcurred, had they met opposition from the Spaniards, the witness would not have fired, and could not, under his orders, have afforded that assistance which the flotilla had prepared to extend when first it entered the harbor. But the matches were lighted, and the guns presented to the last. When the boats approached the shore the Spanish commander sent to demand why they assumed so hostile an attitude; but no reply whatever was given. The order was to give no explanation.

There was a corporal's guard of six men on board each gun-boat.

Witness was often at Fernandina afterwards. He commanded in the harbor while Massias was commanding ashore; the United States flag was flying there.

Three of the guns were abreast of the battery; two were higher up, for the purpose of keeping several British vessels in check, which, it was supposed, might take part with the Spanish authorities.

Afterwards the witness was ordered to communicate with the army before St. Augustine.

For this purpose two gun-boats were to pass over the bar and up the North river, but if resisted by the Spanish authorities they were to return. The witness was taken sick and could not comply with the order, but the boat sailed and passed down the St. Augustine; they were fired on while sounding the bar from the fort, and bore up and returned. Gun-boats were constantly kept upon the coast, in the St. John's, and opposite to St. Augustine. A constant communication was kept up between the forces at Fernandina and the army in the interior.

Witness confidently believes that the losses, which were many and grievous, sustained at that period by the inhabitants of Florida, were occasioned by the presence of the United States troops within the province. Had the United States troops not been present, the patriots had never committed these outrages, and the losses had never occurred.

Witness has no doubt that the whole patriot movement was known to, and approved and encouraged by, General Mathews, and the patriots were emboldened to invade the country by his promises and assurances.

The patriot flag which witness has described was made under the direction of Colonel Isaacs, General Mathew's secretary.

The situation of the country (East and West Florida) was very prosperous at the time of the invasion; there was a thriving commerce going on; the lumber business was very profitable; many British vessels were loading, and there was much lumber prepared and preparing for market on the river St. Mary's. British vessels continued to load and take off lumber from Fernandina until war was declared in 1812. Lumber may have been gotten out in the interior after the patriots took possession of Fernandina, but the trade was certainly interrupted, and finally destroyed.

Such was the state of things that the tie between the master and slaves was wholly dissolved, unless the masters took their slaves to Fernandina and St. Augustine. Many planters fled with their negroes to Fernandina for protection and safety.

Witness thinks the agricultural condition of the province was highly prosperous; the cotton trade was flourishing; cotton brought a good price.

Witness knows of no wanton destruction of property on Amelia Island; on the contrary, Captain Massias exerted himself to protect private property.

The course of the patriots and the United States troops seemed to be identical; they coöperated closely, and the object seemed to be to reduce the country. The commandant was obliged, by the force of circum-

stances, to surrender the place. He seemed to be living in a very comfortable way. He and the other Spanish officers left Fernandina for St. Augustine on their parole. The United States officers in command of the post took possession of the commandant's house, and lived in it.

The patriots made their descent on Amelia Island with a firm conviction that they would be sustained by the United States gun-boats. Had they not been so convinced, they never would have made the attempt, which, when made, would not have succeeded but for the presence of the gun-boats; indeed, the witness thinks the invaders would have met with certain destruction but for the countenance of the United States gun-boats. The British vessels in the harbor, two of which were letters of marque, would have, as witness thinks, aided the Spaniards in putting down the rebellion but for the presence of the flotilla. One of the vessels had the Spanish flag flying at her masthead. Witness means to say that by far the greater portion of the patriot invading force consisted of citizens of the United States.

ST. AUGUSTINE, EAST FLORIDA,
November, 1846.

I hereby certify that the foregoing seven pages immediately preceding this certificate are a true copy of the testimony or deposition of Winslow Foster, in the claim of the administrator of William Garvin, deceased, against the United States for losses in East Florida in 1812 and 1813, as copied from the original papers on file in my office, and in my charge and custody.

I. H. BRONSON,
Late Judge of the Superior Court of East Florida.

Before the judge of the supreme court of the district of East Florida, acting as commissioner, &c. June 29, 1843.

In the matter of the claim of the legal representatives of the estate of Lodowick Ashley, deceased, for losses in East Florida in 1812 and 1813.

Archibald Clarke, of St. Mary's, Georgia, a witness on behalf of the claimants, being reproduced and sworn and examined, says: I know at the time of the commencement of the revolution in East Florida, in 1812, Lodowick Ashley was engaged in the lumber business, *i. e.* in cutting and getting out ranging timber on the St. Mary's river; I saw some in the woods and some drawn out to the landings, which was his timber, but how much he had in all I am unable to state. The time that I saw it was a day or two before the taking of Fernandina, and at same time I saw some of his men drawing out timber. I do not know what became of it, but I have reason to believe that it shared the fate of all the rest of the timber on the river.

I never heard of Ashley having sold his timber just about that time to any person.

I have no knowledge that he sold it. Joseph Higginbotham was at

that time a poor man, and was in the patriot service almost from the beginning, to the best of my recollection.

I know that Ashley at that time had cattle; he was in comfortable circumstances, and well to live; had eight or ten negroes, but how many cattle he had I am not able to say; I do not know whether he drove any of his cattle to Georgia or saved or secured them in any way, nor did I hear any such thing in those days.

I know that the troops marched upon him suddenly, some days before the taking of Fernandina. He then went with us to the taking of Fernandina, and remained in the patriot army almost constantly for many months.

He was generally in camp, though I think he, like others, went home on leave occasionally, perhaps two or three times.

I never heard of his removing any property or cattle to Georgia.

It was with great reluctance, and after much hesitation, that Ashley joined the expedition; and after being strongly persuaded and urged to it by General Mathews and others. General Mathews communicated to Ashley his plans and purpose, and represented that he was acting for the American government, and also showed him, as he did all of us, his credentials and instructions, and particularly the letter of the Secretary of State to himself and Colonel John McKee. General Mathews, to Ashley and others, always held out the idea that the United States would make good any loss or damage which they might sustain.

I do not remember whether any thing was said to Ashley about the consequences of remaining neutral, though much persuasion and encouragement was made use of to induce him to join.

This expedition, called the patriot war, was planned and got up by General Mathews in Georgia. It was there started, and myself and others joined in it under the idea and belief that Mathews was acting for and on the behalf of the government of the United States, and that he was truly representing the views and wishes of the government.

We were informed, and knew at the time, that the government relied much upon his discretion, and that the land and naval forces of the United States, in this part of the Union, were subject to his orders.

Fifty stand of arms, or about that number, (a large number at least,) were furnished by his orders from the United States arsenal, at Point Petre, to the men composing the patriot forces, on their first organization, and before the taking of Fernandina.

I was with the patriots under the direction of General Mathews, from the time of the first organization, previous to the taking of Fernandina, until the declaration of war in June, 1812; and then I left.

The regular troops of the United States followed the patriots as they advanced into the province, and took possession of the country. They marched in the rear of the patriots, and contributed much by their presence and countenance to the success of the patriots.

General Mathews accompanied the expedition and encamped with the patriots.

Colonel Smith, the commanding officer of the American troops, was under his orders.

As we marched into the province the inhabitants of the country were induced or compelled to join the patriot forces. They were given to understand that no neutrals could be left in the rear, and that if they did not join them they must quit the country.

I do not think that the patriot forces could have made any progress in subjugating or conquering East Florida if they had not been backed up and countenanced by the United States troops.

Taken before me this 29th June, 1843.

I. H. BRONSON,
Judge and Commissioner.

ST. AUGUSTINE, FLORIDA,
November, 1846.

I, Isaac H. Bronson, late judge of the superior court of East Florida, and now district judge of the United States district court in Florida, do hereby certify, that the foregoing and immediately preceding four pages contain a true copy of the deposition of Archibald Clarke in the above-mentioned case, as copied from the original on file in my office, and under my charge and custody.

I. H. BRONSON, *Judge, &c.*

This cause having been continued from time to time, until at an extra term of said court, held at the court-house in the city of St. Augustine on the 26th day of July, 1851, when the cause having been fully argued by the district attorney on behalf of the United States, and by Mr. Sherman and others in behalf of the petitioner, and having been fully considered by said judge, the following decree was pronounced, viz:

Before the judge of the district court of the United States for the northern district of Florida, at an extra term of said court, held at the court-house, in the city of St. Augustine, on the 26th day of July, 1851, and continued by adjournment on various days to the 30th day of August, in the year 1851.

In the matter of the claim of FRANCIS P. FERREIRA, administrator of Francis Pass, deceased,
vs.
THE UNITED STATES, for losses in East Florida in 1812 and 1813.
} Decision and award.

This claim is one of a class, arising under the last clause of the 9th article of the treaty with Spain, of the 22d February, 1819, and under the cats of Congress of 3d March, 1823, and 26th June, 1834, intended to carry into effect that clause of the treaty; which acts will be more particularly adverted to hereafter.

The case comes before me as judge of the United States district court

for the northern district of Florida, by virtue of the 6th section of an act of Congress of the 22d February, 1847, (vide pamphlet laws of 1847, p. 23,) which provides: "That any unfinished business or proceedings now remaining or pending before the judge of the superior court at St. Augustine, as a commissioner under and by virtue of the 'Act for the relief of certain inhabitants of East Florida,' approved 26th June, 1834, or under any other act granting special powers or imposing special duties upon said judge, be, and the same are hereby, transferred to the judge of the district court of the northern district of Florida, to be proceeded in, and finished or decided, in the same manner provided for by law; and the said district judge shall have, exercise, and possess, the same duties, powers, and rights, which have, by virtue of the act of 26th June, 1834, aforesaid, or otherwise, been possessed and exercised by the said judge of the superior court at St. Augustine, so far as may be necessary to enable the said district judge to determine and finish any matter, business, or proceedings, now pending and undetermined before the judge of the superior court aforesaid, by virtue of any such special act."

It is proper to remark, however, that this claim was not filed within the year prescribed by the act of 1834, above mentioned, but in virtue of a special act of Congress, approved 3d March, 1849, in favor of this and other claimants who had neglected to file their petition or claims within the time prescribed by the former act, and which act of 1849 authorizes and directs the judge of this district to receive and adjudicate this and certain other claims under the provisions of the act of Congress of 26th June, 1834. (Vide pamphlet laws of 1849, p. 148.)

It is also proper that I should state that this petition was filed before me and properly presented on the 28th February, 1850, and within one year from the passage of the act of 1849, above mentioned; and that the claimant has alleged in the petition, and proved to my satisfaction, reasonable cause for the petition not having been presented within the time prescribed by the act of 26th June, 1834, as will more fully appear by a reference to the petition and proofs hereto annexed.

The proofs having been completed in this case, the claim was submitted by Mr. Forward, of counsel for the claimant, upon the testimony and exhibits herewith reported, who insisted that the items of the claim as set forth in the petition were fully proved, and that the claimant was entitled to an award for the whole amount claimed, with interest. Mr. Sherman and Mr. Yulee, also as counsel for the claimant, appeared and argued the case on his behalf; and Mr. Call, district attorney of the United States for this district, also appeared on behalf of the United States and in opposition to the claim, and presented certain points, which he argued at length, and which, as well as the points and arguments of the claimant's counsel, will be more fully noticed hereafter.

The main features of this case are much like those of many others which have heretofore been adjudicated under the provisions of the 9th article of the treaty of 1819 with Spain, and the acts of Congress of 1823 and 1834, above mentioned.

I consider it well established, by the proofs in the case, that Pass was a Spanish subject and inhabitant of East Florida in 1812, and previously; and that, at the commencement of the patriot war or revo-

lution in East Florida, in March, 1812, he was, and had been for several years, living at a place then called Sampson, or Sampson creek, about twenty miles northwest of St. Augustine, where he was engaged principally as a stock-grower, or in raising, butchering, and selling cattle for the St. Augustine market; that he had from five to seven hundred head of stock and beef-cattle, which ranged in the vicinity of Sampson creek; and that he also had three or four horses, a stock of hogs and poultry; and that he had cleared and in cultivation about twenty acres of cow-penned land, on which he raised corn, potatoes, &c., or such provisions as were necessary for his own use; and that he had a log-house, and such furniture, tools, implements, &c., as were necessary for such an establishment.

That, on the invasion of the country by the patriots and American troops in March, 1812, at the time they laid siege to St. Augustine, he, like other inhabitants of the country, was obliged to abandon his place of residence, and his property there and in that vicinity, and take refuge in St. Augustine; and that, during the time that the American troops and patriots remained in the province, and between the 17th March, 1812, and 10th May, 1813, (when the United States troops finally evacuated the province,) his place was frequently visited by parties of patriots and American troops; that his cattle and hogs were driven off and used by them; that his horses were also taken, his growing crops of corn and potatoes of that year destroyed, his house burned, and everything on his place plundered or destroyed.

The fact that he suffered these losses and injuries by the operations of the American troops in East Florida, and that he was, from being in good and comfortable circumstances, reduced to a state of ruin and beggary in consequence thereof, and the particular amount and extent of the losses, will more fully appear by the evidence in the case; and without detailing it more minutely, but referring to the depositions accompanying this decision and award, I proceed to state that I consider the following items or allowances sustained by the proofs in the case; premising, however, that in this, as in other cases, in estimating the value of property at that period, I am governed not alone by the proofs in this particular case, but the general testimony of many intelligent witnesses in a great many cases of the like kind, heretofore decided and reported to the Secretary of the Treasury, showing the general market value of corn, cattle, hogs, horses, and other property, in this portion of the province of East Florida at that period.

I allow, then—

For loss of crops of 1812	$350 00
For loss of corn on hand, of the crop of 1811, say one hundred bushels, at $1	100 00
Two horses and one mare, at $40 each	120 00
Hogs, say one hundred and fifty head, at $2 50	375 00
Beef cattle, say four hundred head, at $10	4,000 00
Stock cattle, say two hundred head, at $5	1,000 00
Household furniture and plantation tools	110 00
Poultry	25 00
	6,080 00

Interest on this amount, at five per cent. per annum, from the 10th May, 1813, to the 26th June, 1835.....	$6,726 83
Making, in all.....	12,806 83

I do, therefore, award the above amount in favor of the claimant, and adjudge and decide that the United States pay to the said Francis P. Ferreira, as administrator of Francis Pass, deceased, the aforesaid sum of $12,806 83, in satisfaction of the losses and injuries suffered and sustained by the said Francis Pass, deceased, in his lifetime, and in the years 1812 and 1813, by the operations of the American troops in East Florida in those years.

In respect to the interest which I have allowed in the above estimate, as a part of the damages for the injuries in question, or as a means of measuring the extent of the claimant's damage for the loss of the use of his property, I would remark that it is substantially the same allowance which has always been made by me in these cases, and also by my predecessor, Judge Reid, though hitherto, the interest has not been computed and added to the principal sum, or value of the property, but, nevertheless, has been as distinctly awarded, and made a component part of the award, or intended to be so, as in this case.

In some few of the first cases of these claims which were adjudicated by me, (perhaps two or three,) I awarded "interest according to the usage which has heretofore prevailed in the adjustment of these claims."

This was in 1840, and immediately after I was first appointed judge of the late territorial superior court of the district of East Florida. In a short time, however, I learned that the Secretary of the Treasury had, in all cases, declined to pay the interest so awarded; which fact induced me to examine the point with more carefulness, and to endeavor to ascertain, to my own satisfaction, at least, whether interest should be allowed as a part of the damages. My investigations then, as well as subsequently, resulted in a conviction of the entire correctness and justness of the allowance, and hence I continued to allow it, and have always awarded it as a part of the damages in every case decided since that time; deeming it my duty to make such allowances, and to fix the amount of damages at such sum as I deemed just and right, without regard to any opinion which the Secretary of the Treasury might entertain, or any decisions which he might make. For, although the laws of Congress required me to report my decisions or awards, when in favor of the claimants, to the Secretary of the Treasury, in order that he should pay the amount thereof, "if he deemed them just and equitable, within the provisions of the treaty," yet I never for a moment supposed that it was the intent of the act of Congress to make the Secretary an appellate tribunal of such a character that his decisions would be binding upon me, and control my action and opinions; and, although I have always been disposed to yield to them all due regard and consideration as of right belong to the opinions of a high public functionary, yet I have ever considered that I had no right to yield up that independent action which the law required of me, or to sacrifice my own convictions of right and justice in deference to the Secretary's

opinion. The investigations above mentioned, however, induced me to think that the interest ought to be limited within certain periods, namely, from 10th May, 1813, when the American troops evacuated the country, to the 26th June, 1835; the latter being the period within which, by the law of June, 1834, the claimants were authorized and required to file their petitions, and present their claims for adjudication.

The reason so frequently given for the alleged rule that the government does not pay interest, namely, because it is always ready and willing to pay all just claims when properly presented, had its influence with me in adopting this rule, (a reason, by the way, which, however correct in theory, may not be, and certainly is not always so, in fact, and, like other general rules, is subject to many exceptions.)

Previous to the act of June 26, 1834, there was no mode by which these claimants could approach the treasury and seek the payment of their claims, Secretary Rush having decided that the injuries of 1812 and 1813 were not within the provisions of the treaty, or the law of March 3, 1823.

The law of 1834, therefore. first opened the door by which they could present these cases, and make the proper proofs to obtain payment; and by this law they were required to file their claims before the judge within one year from the passage of that act, namely, by the 26th June, 1835. This was, virtually, a tender of payment to all who would present their claims to the judge, make the necessary proofs, and obtain his award. This they were equitably bound to do with all reasonable diligence; and I considered that, allowing them one year to accomplish this was enough, at least, to exonerate the United States from paying interest after that time, if, from their own default or negligence, they did not see fit to prosecute their claims, and obtain the decision of the judge within that period. In regard to the period at which interest should commence, it was not always, or even often, easy to fix the precise day of the losses or injuries; they generally occurred at different times, running through a period of weeks or months, but all between March, 1812, when the American troops first entered the province, and May 10, 1813, when they finally evacuated it; hence, I have assumed the 10th May, 1813, as the day from which interest, as part of the damages, should commence to run.

Acting upon these principles, I have, as before stated, uniformly allowed interest in the manner above stated, intending it as a component part of the amount of damages awarded in each case. The number of cases thus adjudicated by me is in all about one hundred, and running through a series of years from July, 1840, up to the present time. The rate of interest allowed, (5 per cent.,) it is understood, was the prevailing or legal rate of interest in East Florida at that period.

The present is the first case wherein the government of the United States, as well as the claimant, has been represented by counsel before me, and wherein this question of interest has been fully discussed.

The district attorney for the northern district of Florida, under instructions from the proper executive department at Washington, has appeared before me to represent the interests of the United States in this and other cases; and Mr. Forward, Mr. Sherman, and Mr. Yulee

as counsel for claimant; and, at the solicitation of both parties, an extra term of the court was ordered, to the end that they might present their views in this and other cases before me in open court. They have done so accordingly, not only on this question in regard to interest, but also on other points, which will be hereafter more particularly noticed; and besides the very able and elaborate arguments and briefs submitted to me by the gentlemen above named, at the close of the argument, Judge Douglas likewise submitted a copy of the written argument of Mr. Tallmadge on the same question, addressed to the Secretary of the Treasury in September, 1843, as well as a copy of his own letter to the Secretary of the Treasury of the 17th September, 1847.

I have already remarked, that my opinion of the justice and propriety of allowing interest had been formed after the most considerate examination; but it is at least due to the very able and elaborate expositions of the question which have taken place before me in this case, to say that that opinion has been strengthened, and the correctness of it verified, in a manner so perfect and satisfactory, that no room is left for doubt in my mind. And in view, also, of the fact that my awards for interest, as part of the damages in these cases, amount in the aggregate to more than half a million of dollars, I deem this a fitting and proper occasion to explain, at length, the grounds and reasons of these allowances, and to justify this item of my decrees against the government.

In order, however, to a right and proper understanding of this question in all its bearings, it is necessary to recur somewhat particularly to the history of these claims, and to the events which led to the "injuries" complained of by the claimants, and to show the character of them; and, in doing so, I refer not only to facts which have been proved by the depositions of many credible witnesses, in various of these claims which have been reported to the Treasury Department, but to the official correspondence and documentary history of that period.

For some time previous to 1812, the United States had looked to the acquisition of the provinces of East and West Florida as the only probable means of obtaining any indemnity from Spain for the large sums which she admitted to be due from her for spoliations and depredations upon our commerce, and for suppression of the right of deposit at New Orleans. Besides this, too, the geographical position of the Floridas was such that their possession had become a matter of the first importance to the safety of the United States; and the possibility of their passing into the hands of Great Britain, or any other foreign power, was looked to with great jealousy and distrust, and as a measure endangering the prosperity and best interests of this republic.

These circumstances led to the passage of the joint resolution and secret act of Congress of the 15th January, 1811, (vide Stat. at Large, vol. 3, pages 471 and 472,) by the latter of which the President was authorized to take possession of the Floridas, "in case any arrangement has been or shall be made with the local authority of said territory for delivering up the possession of the same, or any part thereof, to the United States, or in the event of any attempt to occupy the said terri-

tory, or any part thereof, by any foreign government." And for that purpose the President was authorized by the act to employ any part of the naval or military force of the United States, and one hundred thousand dollars appropriated to defray expenses, &c. Under this act, General George Mathews and Colonel John McKee were appointed by the President to act as agents or commissioners on behalf of the United States, with secret instructions "to repair to that quarter with all possible expedition," for the purpose of carrying out the intentions of the act, and, if necessary, to call to their aid the naval and military forces of the United States in that quarter of the Union, the commanders of which had been instructed to render obedience to their orders. (Vide Letters of Instruction from State Department in American State Papers, vol. 3, Foreign Relations, page 571.) It does not appear that Colonel McKee ever accepted the trust, or acted under it; but General Mathews immediately repaired to the Florida frontier, and took up his residence at St. Mary's. He very soon learned, however, that no voluntary surrender of this province from the "*local authorities*" could be expected; that the governor of East Florida was most loyal and faithful to his king, and could not be tampered with or approached with impunity; nor was there any movement or indication of an attempt, on the part of Great Britain or any foreign power, which would justify the forcible seizure or possession of the province under the second contingency mentioned in the act of Congress. Under these circumstances, and actuated apparently by a mistaken zeal to do something, and to get possession of East Florida at all events, he set about fomenting a rebellion, or revolution, in the province, and thereby creating a "local authority," who would surrender the province to the United States, and put it in their possession. And this, too, was no easy task; for there was no well-grounded cause of complaint on the part of the inhabitants against the provincial government of Spain in this province, and no grinding oppressions which were at all provocative of insurrection. On the contrary, the province was in a state of high prosperity, and, as a general rule, the people were contented and happy. The culture of sea-island cotton, the staple of the province, was particularly profitable, the average price being fifty cents per pound. Timber, also, which the government allowed its subjects to cut from the public domain, free of charge, bore high prices, and a steady and increasing demand for it absorbed all the surplus labor of the province. The town of Fernandina, on Amelia Island, was a kind of neutral or free port, at which a large and lucrative trade was carried on with all nations; and, if left to themselves, it cannot be presumed that revolution or insurrection would have been thought of by the inhabitants or Spanish subjects of East Florida. General Mathews, however, soon succeeded in conveying the impression, not only that he was the accredited agent of the United States government, and, as such, authorized to take possession of East Florida, but that the United States were determined to obtain possession of the province at all events; and, using both persuasion and menace, it is manifest enough that he induced those who first engaged in the rebellion as leaders, to believe that the province would soon pass into the hands of our government; and that, if they aided in the outset to produce this desirable result, their services

would be suitably remembered and rewarded; while, on the contrary, if they interposed obstacles to the measure, and refused to embark in the enterprise, they would incur the displeasure of the government of the United States, and might fare the worse for it whenever Florida should be incorporated into the Union. It should be borne in mind, too, that these considerations were addressed to the frontier inhabitants in the northern part of the province, who were mostly men who had been born and bred in the States, under a republican form of government, and who had moved from the States into Florida, and become Spanish subjects, but who, of course, retained their prejudices for the free institutions of this country. The result was, that, by these influences and considerations, and by the promise of arms from the United States arsenals, and the aid of the army and navy of the United States—and, above all, by a promise from General Mathews, that, as soon as they succeeded, and established a temporary government, he would receive from them a cession of the province in behalf of the United States, and with the aid of the naval and military forces of the United States he would take possession of and defend it—an insurrection or rebellion was finally organized, and a party of men, supplied in part with arms from the United States arsenal at Point Peter, assembled at Rose's bluff, a point on the Florida side of the St. Mary's river, a short distance from the town of St. Mary's, about the 14th March, 1812, and then raised the patriot flag, or standard of revolt, against the provincial government of East Florida; and having selected temporary officers and rulers, under the immediate superintendence of General Mathews himself, who was present in person, they finally moved down to attack the town of Fernandina, after having had some negotiations with the Spanish commandant, and trying in vain to induce him to surrender it. Some accounts state the number of this body of men at three hundred and fifty-seven; other accounts at two hundred and fifty; but all agree that only a small portion of them were Spanish subjects, or persons residing in Florida—probably not over fifty; the remainder were adventurers from Georgia, or the adjoining States, among whom probably were many worthy men, who, acting under the influence and representations of General Mathews, no doubt believed that they were acting in accordance with the wishes of the United States government. (Vide the testimony of Archibald Clark, and others, annexed to this case.)

Some witnesses say that there were not more than four or five Spanish subjects among the so-called patriot forces that made the descent upon Fernandina, and to whom the town finally surrendered, and that the remainder of the patriot army was made up of volunteers from the United States.

This movement took place on the 16th March, 1812, on the morning of which day several of the United States gun-boats, from the flotilla under the command of Commodore Campbell, ranged themselves in front of the town, in hostile attitude, with guns loaded, and matches lighted, apparently to cover the landing of the patriot troops, and did cover their debarkation; whereupon the Spanish commandant, seeing that the insurgents were, as he supposed, sustained by the United States forces, surrendered the town to the patriots, who took possession,

and raised the patriot flag. During the next day, however, a detachment of United States troops was brought over from Point Peter, and the newly-constituted patriot government surrendered the town to General Mathews, as agent of the United States government, who took formal possession, in the name and on behalf of the United States, and promised to defend and protect the country; and the patriot flag was then struck, the United States flag run up, and the town occupied by the United States regular soldiers.

Within two or three days, the patriots, accompanied by Colonel Smith's regiment of regular troops, or some part of it, and volunteer troops from Georgia, commenced their march towards St. Augustine, to lay siege to that place. Some of the United States regular troops, however, went in gun-boats by the way of the St. John's, and up that river as far as Picolata, and marched across from there, and effected a junction with the main body before St. Augustine.

On the march through the country, the patriot troops were generally a little in advance of the American forces. They would take possession of the country in form, run up the patriot flag, and then, *as* the "local authority" of the country, surrender it to the United States agent and troops, who would receive possession in form, whereupon the patriot flag was hauled down, and the United States flag substituted. In this way they proceeded, without opposition, to the walls of the city of St. Augustine, and laid siege to that place in the latter part of March, 1812, the United States agent (General Mathews) usually marching and camping with the patriot leaders.

It is worthy of remark, however, that all the witnesses who have spoken of these transactions concur in expressing the opinion that, but for the aid, countenance, and protection of the United States forces, these patriots, so called, could have made no progress whatever; that not only would their efforts at overturning the provincial government have been entirely abortive in the outset, but that they could not, at any time during the insurrection, have maintained themselves or their position in the country for a week, if unaided by the American troops.

In the mean time, during the march through the country to St. Augustine, every effort was made to induce the inhabitants of the country, both by persuasions and threats to join this invading army, or take part with the patriots, declaring that they would leave no neutrals in the rear, that those who would not join must leave the country; hinting at confiscation, and promising protection of person and property to those who would join them. Scouting parties were sent out, and many of the most influential and respectable inhabitants brought as prisoners to the American camp, and kept under close surveillance until they would consent to join the cause.

The approach of this "horde" towards St. Augustine spread universal panic and alarm. The Spanish governor sent out into the country, warning all the loyal inhabitants to come in and aid in the defense of the city; and many, either in obedience to the order, or from motives of self-protection, fled from their places of residence in the country, and took refuge in the city, which was immediately closely besieged by the American and patriot forces, and the whole country east and south of

the St. John's river, as well as north of it, was left completely exposed, and entirely at the mercy of these invaders.

The difficulty of obtaining supplies for such a force led them at once to look to the resources of the country; and the large droves of cattle with which the country then abounded were immediately and unhesitatingly seized upon to relieve their necessities; and foraging parties, consisting both of regular troops and patriots, were sent out in all directions to collect cattle and other means of subsistence for the army. The foraging parties most generally consisted of the patriot or volunteer troops, sometimes under the command of a regular officer, but the fruits of their expeditions were usually shared by the American and patriot troops indiscriminately. The cattle which they drove into camp, or collected and retained at the posts and stations in the country, to be used from time to time as they were wanted, were used by the regulars as well as the volunteer troops and patriots.

All accounts and witnesses concur in stating that the American troops and patriots acted in close concert and alliance; that they marched together, camped together, foraged together, and fought together; and that the operations and presence of the American troops sustained the patriots.

Besides the camp of the American and patriot troops before St. Augustine, there were also, from time to time, several other camps and stations about the country occupied by the United States troops or volunteers and patriots, from whence marauding and foraging parties were constantly going forth; and in the course of the summer and fall, almost every plantation and farm had been visited and plundered. Most of them had been abandoned by their owners; but whether abandoned or not, the foraging parties usually helped themselves to what they wanted or could find. The corn on hand in the corn-houses of the previous year's crop was eagerly sought for, and soon used up; the fences thrown down, and the growing crops exposed to destruction, as well as used or fed upon by their horses; movable property of every description plundered or destroyed, and buildings and fences burned, sometimes from design, (especially when the owners were particularly loyal to the Spanish government,) and often by accident, from camp fires, or negligence in occupying the buildings; and the cattle and hogs in the ranges killed or driven off to the camps of the invading army. And this state of things continued, but growing daily worse and worse, until the American troops were finally withdrawn from the province, in May, 1813.

During this time, however, and before the evacuation of the province, other American troops came into it besides those which have already been mentioned as having made the first incursion. Some small parties or companies of regulars or volunteers joined the forces before St. Augustine; and in the summer or fall of 1812, Colonel Newnan entered the province with a battalion or detachment of volunteers, and after remaining a short time on the St. John's river, made an expedition into the interior against the Seminole Indians; and in the spring of 1813, I think, a battalion of Tennessee volunteers, under Colonel Williams came into the province, and acted under or in concert with Colonel Smith. And, if I mistake not, this was the same gentleman

who, in offering to the government to raise a corps of volunteers for service on the southern frontier, pledged himself that none of them should "entertain any constitutional scruples about boundaries." Whether any of the injuries in question were occasioned by the operations of these troops, I do not now remember, but certainly some were by Newnan's corps.

A detail of some of the more revolting instances of robbery and plunder, and wanton destruction on the one hand, that occurred during this period, or of individual cases of hardship, ruin, and beggary on the other, is hardly called for, and perhaps not proper in this general statement, though they might tend much to illustrate the general character of the injuries of that period. Suffice it to say, that before or when the United States troops finally evacuated the country, the whole inhabited part of the province was in a state of utter desolation and ruin. Almost every building outside of the walls of St. Augustine was burned or destroyed; farms and plantations laid waste; cattle, horses, and hogs driven off or killed, and movable property plundered or destroyed; and in many instances slaves dispersed or abducted. So far as the destruction of property of every kind was concerned, the desolation of the Carnatic by Hyder Ali was not more terrible and complete.

It is but proper to observe, however, that as soon as the United States Government was officially made acquainted with these proceedings, and with the operations of General Mathews and the United States troops, they promptly disavowed the act, revoked General Mathews's powers, and appointed Governor Mitchell, then governor of Georgia, as the agent of the United States in place of General Mathews, with instructions to withdraw the American troops, and "to restore back to the Spanish authorities Amelia Island and such other posts of East Florida as had been thus taken from them." (Vide letter of Mr. Monroe, then Secretary of State, to Governor Mitchell, of 10th April, 1812, American State Papers, Foreign Affairs, vol. 3, p. 571.) In this letter, Mr. Monroe, after alluding to the fact that the troops of the United States had been used to dispossess the Spanish authority by force, says: "I forbear to dwell on the details of this transaction, because it is too painful to recite them." And in the course of this letter of instructions it will be observed, that Governor Mitchell is especially directed to take care of the interests of those people who had acted with General Mathews, and been engaged with him in taking possession of the province, and to secure them against the resentments of the Spanish authorities, inasmuch as it was supposed at Washington (and very correctly, too) that they had placed much reliance on the countenance and support of the United States Goverment; and on this point Governor Mitchell is directed to come to a full understanding with the Spanish governor, and "not fail to obtain from him the most satisfactory assurance respecting it." This point, as is well known, and also some others, led to much negotiation between the Spanish government and General Mitchell, and delayed the evacuation of the province; and the American troops were not withdrawn, nor was the province finally evacuated or surrendered, until May, 1813, when General Pinckney was finally authorized, as the agent and military commander of the United States in this part of the Union, to

withdraw the troops, and surrender or deliver up the province to the Spanish governor. In the mean time the siege of St. Augustine had been raised, and the United States troops had fallen back to camp New Hope, on the St. John's, and other posts in the interior.

In this narrative of events which led to the losses or "injuries" in question, I have no doubt omitted many details which might make it more perfect, and perhaps add much to the general history of these transactions, but my aim has been only to relate so much as may be necessary to show clearly and correctly the character of the injuries complained of, and how and in what manner they occurred, with a view to a more perfect and full understanding of the nature and extent of the assumed obligation of the United States to make satisfaction for them.

For a more full history of these transactions, I refer to the corres- 545, of the third volume of the American State Papers, Foreign Rela- pondence between Mr. Monroe and Mr. Foster, at pages 543, 544, and tions, vol. 3; also to the documents communicated by the President to the House of Representatives on the 1st of July, 1812, at page 571, &c., of same volume of American State Papers, consisting of the instructions to General Mathews and Colonel McKee, Mr. Monroe's letter of recall to General Mathews, and also his letter of instructions to Governor Mitchell. There are also on file in my office duly certified copies of sundry letters and documents which were found on file in the office of the Spanish archives at this place, consisting of the official correspondence between the American agent and officers and the patriot leaders on the one hand, and the Spanish officials on the other hand, between the 14th March, 1812, and the 10th May, 1813. These are numbered from 1 to 42 inclusive, and were furnished to Judge Reid, my predecessor, in September, 1834, and placed on file with the other papers relating to these claims, and I have always supposed that he transmitted a copy to the Treasury Department. Having no positive knowledge, however, that that fact is so, I now take occasion to furnish copies of these documents, which will be transmitted herewith.

The depositions of George J. F. Clarke, Winslow Foster, Zephaniah Kingsley, and Archibald Clarke, annexed to this case, as well as many others already reported to the Secretary of the Treasury, give many important details in regard to the general history of this period.

It is with no pleasure that I have narrated these transactions, or that I call attention to any further details, which I fear would only tend to deepen their hue or render them less excusable. It is an episode in the general history of the nation, which, as an American citizen, I could have wished might remain unwritten. And although I feel gratified to observe that the United States government promptly disavowed the proceeding, and endeavored at once to retrace their steps, and to remedy the wrong, so far as they could with due regard to the safety and rights of those compromitted by the extraordinary course which had been taken by their agents and officers, yet they could not fully wipe out the stain, or do away the wrong, which had been perpetrated, towards the peaceable and unoffending subjects of a nation with whom we were at peace.

These, then, are the "injuries" for which the claimants in this and

other cases seek satisfaction from the United States. And I will now proceed to the other grounds upon which that claim rests, occurring subsequent to events above related, and growing out of the treaty and the laws already referred to.

Against these proceedings Spain presented her most indignant remonstrances, which in her then weak and imbecile condition was all that she could do, except to claim satisfaction for the injuries which her subjects had been subjected to; but finally, in 1819, when the treaty of amity, limits, and settlement, of the 22d February, of that year, was entered into, (by which the Floridas were ceded to the United States, and the very people who had been thus injured and plundered were transferred to the jurisdiction of the United States,) a clause was inserted in the ninth article of that treaty to provide for these injuries, and to make satisfaction for them, which is as follows: "The United States will cause satisfaction to be made for the injuries, if any, which, by process of law, shall be established to have been suffered by the Spanish officers and individual Spanish inhabitants by the late operations of the American army in Florida."

After the final ratification of the treaty, and in March, 1823, an act was passed by Congress to carry into effect this ninth article of the treaty, which provides, in substance, that the judge of the superior court at St. Augustine shall receive and adjust these claims of the inhabitants of East Florida, or their representatives "agreeably to the provisions of the ninth article of the treaty." And in the second section it is provided, "that in all cases in which the judge shall decide in favor of the claimants, the decisions, with the evidence on which they are founded, shall be by the said judge reported to the Secretary of the Treasury, who, on being satisfied that the same is just and equitable, within the provisions of the treaty, shall pay the amount thereof to the person or persons in whose favor the same is adjudged, out of any money in the treasury not otherwise appropriated." (See Stat. at Large, volume 3, page 768.)

Under this law, the judge of the superior court of St. Augustine proceeded to take cognizance of the claims filed before him, some of which were for injuries suffered by inhabitants of Amelia Island in 1818, and some for the injuries sustained by the operations of the American troops in this patriot war of 1812 and 1813. But upon reporting his decisions to the Secretary of the Treasury, Mr. Rush (who was then at the head of the Treasury Department) decided that the losses and injuries of 1812 and 1813 did not come within the provisions of the above clause of the ninth article of the treaty; that that clause only related to the "latest" or "last" operations of the American army in Florida. And that "late" (a word, by the way, not found in the Spanish version of the treaty) meant (in East Florida) only the operations of the American troops on Amelia Island in 1818, and covered only a few unimportant losses and injuries occasioned thereby. Application was immediately made to Congress by the inhabitants of East Florida for relief against this erroneous construction of the treaty and law of 1823. And after years of effort and weary delay, an act for their relief was finally passed (6 volume Stat. at Large, page 596) extending the authority of the act of 3d March, 1823, to the losses and

injuries of 1812 and 1813. This act, approved 26th June, 1834, provides that "the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the treasury not otherwise appropriated, the amount awarded by the judge of the superior court at St. Augustine, in the Territory of Florida, under the authority of the one hundred and sixty-first chapter of the acts of the Seventeenth Congress, approved third March, one thousand, eight hundred and twenty-three, for losses occasioned in East Florida by the troops in the service of the United States, in the year one thousand eight hundred and twelve and one thousand eight hundred and thirteen, in all cases where the decision of the said judge shall be deemed by the Secretary of the Treasury to be just: *Provided*, That no award be paid, except in the case of those who at the time of suffering the loss were actual subjects of the Spanish government: *And provided also*, That no award be paid for depredations committed in East Florida previous to the entrance into that province of the agent of the troops of the United States.

"SEC. 2. *And be it further enacted*, That the judge of the superior court of St. Augustine be, and he hereby is, authorized to receive, examine, and adjudge all cases of claims for losses occasioned by the troops aforesaid, in one thousand eight hundred and twelve and one thousand eight hundred and thirteen, not heretofore presented to the said judge, or in which the evidence was withheld in consequence of the decision of the Secretary of the Treasury that such claims were not provided for by the treaty of February twenty-second, one thousand eight hundred and nineteen, between the governments of the United States and Spain: *Provided*, That such claims be presented to the said judge in the space of one year from the passage of this act: *And provided, also*, That the authority herein given shall be subject to the restrictions created by the provisoes to the preceding section."

The operation of this act, as well as its intent, was to reverse the decision of the Secretary of the Treasury, and to bring all these cases of claims for losses in 1812 and 1813 within the provisions of the ninth article of the treaty and the act of Congress of the 3d March, 1823, before referred to. It has been sometimes supposed or suggested that this act of 1834 was a separate and distinct gratuity, independent of the treaty, and standing alone by itself was to be construed without any reference to the act of 1823, or the ninth article of the treaty. Any such idea is so manifestly erroneous and untenable, that I shall not stop to notice it, further than to say that it has been repudiated by every Secretary of the Treasury who has acted under the law from 1834 to the present time, and that, so far as I am aware, every lawyer and every public officer of the United States, whose attention has been called to the subject, has uniformly held that the two acts of Congress of 1823 and 1834 were to be considered in *pari materia*, and to be construed together, as forming one act to carry out the provisions of the ninth article of the treaty. In fact, the act of 1834 contains in itself no appropriation or authority to pay the awards which may be made under the second section of that act, and no payment ever could have been made, except by reference to and under the authority of the act of 1823.

I assume, therefore, at this point, the postulate that the ninth article of the treaty is to be considered and looked to as the paramount law of the case, and that the acts of 1823 and 1834 are to be regarded as subsidary to, and intended to carry into full and complete effect, the provisions of the ninth article, and to secure to the claimants under that article the "satisfaction" therein guaranteed to them; and hence that we are not to look merely to the municipal laws or regulations, either of this country or of Spain, as a guide to ascertain the precise extent and nature of the obligations of the United States under this provision of the treaty, but also to the laws and usages of nations—to those eternal and immutable principles of justice and equity which ought to govern nations in their intercourse with each other, and by which treaties and conventions are to be construed, and the obligations of nations with each other interpreted. In short, that it is a treaty stipulation; a national obligation or promise from one sovereign to another, and to be construed accordingly; and that the laws of nations, so far as they furnish any rules to govern the case, are to be resorted to in order to determine the measure of damages and nature or extent of "satisfaction," which is solemnly guaranteed by the treaty to individual Spanish inhabitants who suffered injuries by operations of the American troops in East Florida; and that it comports not, either with ordinary justice or national honor or dignity, to attempt to regulate the measure of damages which are to be awarded to those individuals, by local or municipal regulations; and much less by some alleged ill-defined custom or departmental usage of our own government. If authority is needed in support of this position, I refer to Mr. Wirt's opinion, (Opinions of Attorneys General, page 635,) wherein he quotes with approbation the language of Vattel, "that the law of nature alone regulates the treaties of nations." (Vattel, book 2, chapter 12, section 162.)

But before adverting to what I deem to be the well-established law of nations on this subject, I would ask, what would be the impression of any ordinary mind at all imbued with a sense of right and justice, on a question of this kind?

The inhabitants of Florida are, by an unlawful incursion of troops into their territory, despoiled of their property; their cattle and horses killed or taken and carried off; their movable property plundered or destroyed, and buildings burned. For all this, "satisfaction" is promised them; indemnification, recompense, compensation, payment; for they are all convertible terms, but "satisfaction" the most comprehensive of all.

Would it be considered a just and adequate satisfaction to pay to the individual suffering the injury, some twenty or thirty years after the loss occurred, the exact cash value of the property at the time the property was taken or destroyed, without adding interest, or any sum whatever, for the loss of the use of the property in the mean time? The answer of any person possessing either strong common sense or judicial wisdom, I think, would be promptly in the negative. The manifest justice and equity of making some compensation for the loss of the use of the property, or prospective profits to be derived from it,

is so obvious, that the mere statement of the proposition carries with it an unanswerable argument in its favor.

But without relying upon the obvious justice of such an allowance as part of the damages in such a case, or as a measure of damages, I think it will be found, that not only the law of nations and the practice of our own government, but also the common and civil law, (I think it might also be safely asserted,) the municipal law of all civilized nations, concur upon this point, and equally authorize and require the allowance of this interest. Not interest *eo nomine*, but as a measure of damages for the loss of the use of the property in question. No doubt, in many cases, the value of the use of one's property is much more than the ordinary rate of interest of the country. The exact value of the use, or of the profits to be derived from the use, of property depends upon so many contingencies, and might vary so much from year to year, that it would be difficult for any court or board of commissioners to undertake to fix the precise amount of injury or damage which might in a given case, and for a series of years, fairly result from the destruction or loss of the property. If converted into cash, the money would of course produce the ordinary rate of interest then current in the country; and hence the allowance of interest in lieu of more specific damages has been adopted as a rule most obviously just, and as affording a reasonable remuneration on the one hand, while it avoids extravagant or exorbitant damages on the other, though in municipal courts and for private wrongs it is usually considered the most mitigated measure of damages.

I proceed now to show the opinions of approved writers on public law on this point.

Rutherforth, in his chapter on "Reparation for Damages done," lays down the rule thus: "In estimating the damages which any one has sustained, when such things as he has a perfect right to are taken from him and withholden or intercepted, we are to consider not only the value of the thing itself, but the value likewise of the fruits or profits that might have arisen from it. He who is the owner of a thing is likewise the owner of such fruits or profits, so that it is as properly a damage, to be deprived of them, as to be deprived of the thing itself." (Rutherforth's Institutes, book 1, chapter 17, section 5.)

This authority is cited by Mr. Pinckney, and relied upon by him in his argument as one of the commissioners under the treaty of 1794 with Great Britain. (Vide Wheaton's Life of Pinckney, pages 261 and 262.)

Reprisals are one mode of obtaining satisfaction by nations for alleged injuries; and that satisfaction, according to Vattel, and other good authorities on this subject, is "payment of what is due, together with interest and damages." Vattel, in speaking of reprisals says: "If a nation refuses to pay a debt or repair an injury, or give adequate satisfaction for it, the latter may seize something belonging to the former and apply it to her own advantage, till she obtains payment of what is due to her, together with interest and damages, or keep it as a pledge till she has received ample satisfaction." (Vattel, book 2, chapter 18, section 342.)

Mr. Wheaton, also, in his work on international law, lays down the

same rule in regard to reprisals, and quotes the above sentence from Vattel. (Wheaton's International Law, part 4, ch. 1, sec. 3.)

Grotius also says, that "the loss or diminution of any one's possessions is not confined to injuries done to the substance alone of the property, but includes everything affecting the produce of it, whether it has been gathered or not," &c. (Campbell's Grotius, vol. 2, ch. 17, sec. 4.) And again, in section 5 of the same chapter, this author says: "Damages are to be computed, too, not according to actual gain, but according to the reasonable expectation of it, which, in case of a growing crop, may be judged of by the abundance or scarcity of that particular season." (See also this 17th chapter of Grotius generally, on the subject of damages.)

But we have another source to which we can confidently look for a clear exposition of the law of nations on this point, and that is the prize courts of this country and Europe. (Vide 1 Kent's Com., 68, 69, and 70; Wheaton's International Law, page 47.) And in 9 Cranch, 244, case of the Adeline and cargo, the Supreme Court of the United States also say, that the "court of prize is emphatically a court of the law of nations, and takes neither its rules nor its character from the mere municipal regulations of any country."

Let us look, then, to see how the prize courts have dealt with this question, and what have been their decisions under it. In the case of the Amiable Nancy, 3 Wheaton, page 546, the Supreme Court of the United States say, that in estimating the damages for property captured or destroyed, "the prime cost or value of the property lost, and in case of injury the diminution in value by reason of the injury, with interest thereon, affords the true rule for estimating damages in such cases."

So in the case of the Lively, 1 Gallison, 315, Judge Story says: "The proper measure of damages in cases of illegal capture, &c., is the prime value and interest to the day of judgment."

And in the case of the Anna Maria, 2 Wheaton, 327, Chief Justice Marshall lays down the same rule for ascertaining the amount of damage, viz: "The value of the vessel, the prime cost of the cargo, with all charges, and the premium of insurance, when it has been paid, with interest, are to be allowed." And again, in the case of the Appolon, 9 Wheaton, 362, the same rule is affirmed, and the court say: "The just measure of damages has been deemed to be the actual value of the property, with interest upon the amount from the time of the trespass."

That such is also the rule of the British admiralty courts when sitting as prize courts, see the case of the Acteon, 2 Dodson, page 84, which is alluded to in Mr. Wirt's Opinion of May 17, 1826. (Vide Opinions of Attorneys General, pages 568, 569, and 570.)

In closing this citation of authorities going to show the public or national law, I cannot refrain from quoting the following language of Chancellor Kent: "In cases where the principal jurists agree, the presumption will be very great in favor of the solidity of their maxims, and no civilized nation that does not arrogantly set all ordinary law and justice at defiance will venture to disregard the uniform sense of established writers on international law." (1 Kent's Com., pages 18 and 19.)

I next turn to the practice of our government on this point, and I think it will be found that they have adopted this rule, and have uniformly insisted upon it against other nations, as affording the only just measure of satisfaction or indemnification for injuries.

The most important and leading cases which have occurred in the history of our government, are those which arose between this country and Great Britain—the first under the treaty of 1794, and the other under the first article of the treaty of Ghent. In the latter case the United States, under the first article of that treaty, claimed compensation for slaves and other property taken away from the country by the British forces at the close of the war in 1815. A difference arose betwen the two governments, which was submitted to the arbitrament of the Emperor of Russia, who decided "that the United States of America are entitled to a just indemnification from Great Britain for all private property carried away by the British forces." A joint commission was instituted for the purpose of deciding and awarding upon the individual claims which were thus provided for; and one of the first questions that arose between the British and American commissioners, was as to the measure of damages to be allowed, *i. e.*, what is a just indemnification for property taken or destroyed, and whether the claimants were entitled to interest as a part of the damages?

The British commissioner refused to allow the interest, but the American commissioner (Langdon Cheves) insisted upon its allowance, and in a series of the most able and unanswerable arguments demonstrated the correctness of his position.

The language of Mr. Cheves, in many instances, in the course of his arguments, applies with so much force to these cases that it is worthy of most particular notice. He says:

"The claim is not of interest, *eo nomine;* it is adopted as a mitigated rule of damages, compensation, or indemnification, founded on the estimated pecuniary value of the article withheld; in that case the common law and the civil law are both clear in allowing reparation of the loss of the use of the thing withheld from the commencement of the tortious detention. The rule of the public law is the same."

Again he says:

"Indemnification means a reimbursement of a loss sustained. If the property taken away on the 17th February, 1815, were returned now, uninjured, it would not reimburse the loss sustained by the taking away and consequent detention; it would not be an indemnification. The claimant would still be unindemnified for the loss of the use of his property for ten years, which, considered as money, is nearly equivalent to the original value of the principal thing; so in substituting a pecuniary value for the thing, unless interest is allowed for the use of the money, the claimant will remain unindemnified."

Again:

"If interest be an incident usually attendant on the delay of payment of debts, damages are equally an incident attendant on the withholding an article of property; and when they are rendered in the shape of damages, they are usually given with a liberal and sometimes an unsparing hand.

"It is, then, a mitigation of the usual incident of damages for the detention of property to establish a fixed and equitable rate of interest as the equivalent. There is no doubt that this is the leading reason why boards of commissioners, sitting as the representatives of nations, have so generally made interest the rule of damages, instead of capricious discretion, which would, perhaps, often become an unjust and vindictive assessment of them."

In consequence of the disagreement of the commissioners, the commission was broken up, and the arguments and authorities submitted to the United States government, and the subject fully considered by it. The opinion of Mr. Wirt, then Attorney General, was called for by the Secretary of State, which opinion fully sustained the positions taken by Mr. Cheves in all respects. (Vide Opinions of the Attorneys General, pages 568, 569, 570, and 571.)

Mr. Wirt, after alluding to the fact that the slaves and other property of American citizens had been taken away in 1815, and withheld from them ever since, says: "They have lost the use of their property eleven years. Is the meager return of the average value at the time the slaves and other property were taken, a just indemnification for the whole wrong? Is it consistent with the usages of nations, which Sir John Nicholl recognizes, to redress an act of wrongful violence, by the return, at any distant time, of the naked value of the article at the date of the injury?"

The government of the United States adopted and approved these positions, as will be seen by the letter of Mr. Clay, then Secretary of State, to Mr. Vaughan, the British minister, under date of the 15th April, 1826, in which Mr. Clay says: "We are prepared to show, if it were proper now to enter upon this discussion, that interest is a fair and just component part of the indemnification which the convention stipulates, and that without interest it would fall far short of the intentions of his Imperial Majesty's decision."

These claims, however, were finally compromised between the two governments, by accepting from the British government $1,204,960 as a gross sum, in satisfaction of the claims in question, Mr. Cheves having, as commissioner, previously reported to the government that the whole amount of all the claims would be about $1,250,000, including principal and interest. The interest included in his estimate was about $464,000. It matters not, however, I apprehend, how the claim was compromised, or what sum was received, unless the United States yielded the point of interest, which they did not do; but, on the contrary, must, from the above statement, have received more than $418,000 expressly for interest, as estimated by Mr. Cheves.

An earlier case in which this principle of interest was involved arose under the treaty of 1794, between the United States and Great Britain, in which there was a stipulation on the part of the British government in relation to certain losses and damages sustained by American merchants and other citizens, by reason of the irregular or illegal capture of their vessels and other property by British cruisers; and the seventh article provides, in substance, that "full and complete compensation for the same will be made by the British government to the said claimants."

A joint commission was instituted under this treaty, which sat in London, and by whom these claims were adjudicated. Mr. Pinckney and Mr. Gore were commissioners on the part of the United States, and Dr. Nicholl and Dr. Swabey on the part of Great Britain; and it is believed that in all instances this commission allowed interest as a part of the damage. In the case of "The Betsey," one of the cases which came before the board, Dr. Nicholl stated the rule of compensation as follows:

"To reimburse the claimants the original cost of their property, and all the expenses they have actually incurred, together with interest on the whole amount, would, I think, be a just and adequate compensation. This, I believe, is the measure of compensation usually made by all belligerent nations, and accepted by all neutral nations, for losses, costs, and damages, occasioned by illegal captures." (Vide Wheaton's life of Pinckney, page 198; also 265 note, and page 371.)

By a reference to the American State Papers, Foreign Relations, vol. 2, pages 119, 120, it will be seen by a report of the Secretary of State of the 16th February, 1798, laid before the House of Representatives, that interest was awarded and paid on such of these claims as had been submitted to the award of Sir William Scott and Sir John Nicholl, as it was in all cases by the board of commissioners. In consequence of some difference of opinion between the members of this commission, their proceedings were suspended until 1802, when a convention was concluded between the two governments, and the commission reassembled, and then a question arose as to the allowance of interest on the claims during the suspension. This the American commissioners claimed, and though it was at first resisted by the British commissioners, yet it was finally yielded, and interest was allowed and paid. (See Mr. King's three letters to the Secretary of State, of 25th March, 1803, 23d April, 1803, and 30th April, 1803, American State Papers, Foreign Relations, vol. 2, pages 387 and 388.)

Another case in which this principle was involved arose under the treaty of the 27th October, 1795, with Spain; by the twenty-first article of which, "in order to terminate all differences on account of the losses sustained by citizens of the United States in consequence of their vessels and cargoes having been taken by the subjects of his Catholic Majesty during the late war between Spain and France, it is agreed that all such cases shall be referred to the final decision of commissioners, to be appointed in the following manner," &c., &c. The commissioners were to be chosen, one by the United States, one by Spain, and the two were to choose a third, and the award of the commissioners, or any two of them, was to be final, and the Spanish government to pay the amount in specie.

This commission awarded interest as part of the damages. (See American State Papers, vol. 2, Foreign Relations, page 283.) So in the case of claims of American citizens against Brazil, settled by Mr. Tudor, United States minister, interest was claimed and allowed. (See Ex. Doc., first session Twenty-fifth Congress, House of Reps., Doc. 32, page 249.)

Again, in the convention with Mexico of the 11th April, 1839, by which provision was made by Mexico for the payment of claims of

American citizens for injuries to persons and property by the Mexican authorities, a mixed commission was provided for, and this commission allowed interest in all cases. (See communication of the President to the House of Representatives, including the report of the commissioners, under date of 25th August, 1842, Ex. Doc., House of Reps., second session of Twenty-seventh Congress, vol. 5, Doc. 291.)

So, also, under the late treaty with Mexico of 2d February, 1848. The board of commissioners for the adjustment of claims under that treaty, which lately sat at Washington, allowed interest in all cases for property lost, from the origin of the claim until the day when the commission expired.

Other cases might be shown in which the United States, or their authorized diplomatic agents, have claimed interest in such cases, or where it has been paid in whole or in part. (See Mr. Russel's letter to the Count de Engstien, of 5th October, 1818, American State Papers, vol. 4, Foreign Relations, page 639, and proceedings under the convention with the Two Sicilies, of October, 1832, Elliott's Dip. Code, page 625.) But I think it can hardly be necessary to pursue this subject further in order to show the practice of our government with foreign nations, or with claimants under treaties.

The rule of the common law on this point is the same as that already laid down as the rule of the public or national law.

In the case of Conrad against the Pacific Insurance Company, it was stated by Judge Baldwin that in actions of trespass or for torts, "the general rule of damage is the value of the property taken, with interest from the time of taking down to the time of trial. This is generally considered as legal compensation, which refers solely to the injury done to the property taken, and not to any collateral or consequential damages resulting to the owner by the trespass. These are taken into consideration only in a case more or less aggravated." (See 6 Peters, 273, and also 282, where the Supreme Court affirm the correctness of this rule.)

Sedgwick, on the Measure of Damages, (pp. 549 and 550,) says: "When trespass is brought for personal property, and no circumstances of aggravation are shown, the value of the property, with interest, furnishes the measure of damages."

In all cases of injury to property, whatever may be the form of the action, the rule that the value of the property at the time of the injury, with interest thereon from that time, is the measure of damages," is of universal application; and in various cases of trespass, trover, case, replevin, &c., this rule is abundantly supported by the following authorities:

Wilson *vs.* Conine, 2 Johnson's Rep., p. 280.
2 Greenleaf Evidence, p. 282, and cases there cited:
Particularly 14 Pickering, pp. 356 and 361.
14 Johns., 273; 15 do., 198, 206.
Sedgwick on Damages, 517.
17 Pickering, p. 1; 21 do., p. 559.
7 Monroe, 209; 1 Metcalf, 172.
2 Hill, 132; 3 Bibb, 92.
7 Metcalf, 354; 3 Little, 25.

Also, United States Digest, p. 510, and Brannin *vs.* Johnson, 19 Maine Rep., 361.

Bissell *vs.* Hopkins, 4 Cowen, 52.

Hyde *vs.* Stone, 7 Wendell, 354.

Dellenbuch *vs.* Jerome, 7 Cowen, 294.

Also, 7 Porter's Alabama Rep., 481.

15 Connecticut Rep., 302.

In fact, this principle must be so familiar to every common-law lawyer that it is perhaps hardly necessary to cite any authorities, much less to accumulate them, which might easily be done almost *ad infinitum*. I will only add two more citations, drawn from the civil law, to show that "fruits or profits were awarded in case of wrongful taking or detention of property," as part of the damages, by Justinian. (See Liber 22, *di rei vind.;* Liber 17; Cod. lib. 3 c. *De condit ex. leg.;* also, Domat, vol. 1, lib. 3, tit. 5.)

In the course of the argument, my attention was called to the well-known letter from Mr. Jefferson to Mr. Hammond, the British minister, of 29th May, 1792. (American State Papers, vol. 1, Foreign Relations, vol. 1, pp. 201, 213, 214.) That very able disquisition on the subject of interest is confined entirely to the question of interest on debts, or money demands, and when and under what circumstances it may or ought to be allowed or disallowed in such cases; and hence it furnishes no clear rule in respect to the allowance of interest as a measure of damages in cases of tort, or in redress of injuries, or as a compensation for the loss of the use, or of the profits, of the property illegally taken. At all events, there is nothing in the reasoning or arguments of that paper which in any respect militates against the positions above taken.

This controversy between Mr. Jefferson and Mr. Hammond was finally settled by the sixth article of the treaty of 1794, as will be seen by a reference to that article, in which this government certainly does not deny the propriety of the interest.

But it is said, "the government never pays interest." It will readily be admitted that there is no statute law to sustain this position. The idea has grown up from the custom and usage of the accounting officers and departments refusing to allow interest generally in their accounts with disbursing officers, and in the settlement of unliquidated domestic claims arising out of dealings and transactions with the government. It can hardly be pretended, however, that this usage or custom is sufficiently "reasonable," well known, and "certain," to give it the force and effect of law, and to override and trample under foot the law of nations, the municipal law of the country, and also the well-settled practice of the government itself in its intercourse with other nations. This would, indeed, be giving most potent effect to departmental usage.

That the usage or practice of any particular executive department of a government cannot be sustained, (however ancient it may be,) when against the well-settled principles of law, see 3d Burrows's Rep., 1767: "When the law is clear, usage cannot control it." (2d Cowen, 707, New York Firemen's Insurance Company *vs.* Ely, and 16 Johnson, 374.)

Now, if by the law of nations and all other laws it is clear that the

United States are bound to pay interest as a part of the damages in these cases, as I think I have shown that it is, certainly no practice or usage of the Treasury Department can relieve them from that obligation.

But the assertion that the "government never pays interest" is not founded in fact. There is no such inflexible usage or custom, in the broad sense in which it is generally understood or stated. The government is just as much bound to do equal and exact justice to all as an individual would be, and they not only do pay *interest*, but have done it in many domestic cases of a character similar to these claims, and that, too, under the advice and approval of the law officers of the government.

In the case of Major Tharp, referred to the Attorney General for his opinion, the present chief justice, (then Attorney General,) says: "I am not aware of any statute of the United States that forbids the Secretary of War or the accounting officers to allow interest to a claimant if it should appear that interest is justly due to him. As the United States are always ready to pay when a claim is presented, supported by proper vouchers, it can rarely, if ever, happen that they are justly chargeable with interest, because it is the fault of the claimant if he delays presenting his claim, and does not bring forward the proper vouchers to prove it and justify its payment. But in Major Tharp's case, or any other, if the Secretary of War, upon a review of the whole evidence, should be of the opinion that interest is justly due to the claimant, I think he may legally allow it." (Opinions of Attorneys General, 841.)

Here we have the whole length and breadth of the rule, and the reasons for it. But, if any such rule, or practice, or usage had acquired the force or dignity of a "custom" or law, the then Attorney General could not with propriety have said that the Secretary might "legally allow interest" in any case. If the rule was inflexible, if it was law, the Secretary could not depart from it.

In the case of O'Sullivan, the direct question arose, whether the party claimant was entitled to an allowance for the loss of the use of his property, in addition to the value of the property itself. The property was a vessel, and the claim was for demurrage, being much more than the legal rate of interest on the value of the property. The Attorney General, (vide Opinions of Attorneys General, p. 1115,) decided that it was allowable, and it is understood that it was allowed and paid at the Treasury Department as a part of the "actual loss."

In the case of Sibbald, an act of Congress provided that he should be paid the "actual damages" which he had suffered by injuries to his property; and in this case interest was allowed under the opinion of Attorney General Nelson, of 30th September, 1844.

In the case of George Fisher, an act of Congress gave him a "full and fair indemnity" for certain "losses and injuries" suffered by him. In this case interest was allowed, with the sanction of the Attorney General.

But I forbear to pursue this point any further. If enough has not already been shown to establish the propriety and justice, as well as the legality, of allowing interest in these cases, I should despair of

doing so either by argument or authority. If "Moses and the Prophets" were not sufficient for the unbeliever of olden time, so neither would a more lucid exposition or a greater array of authority tend to convince one who doubts upon this point.

It remains for me now to notice more particularly some of the other points and arguments of the respective counsel on the hearing of this case. The paper hereto annexed, (marked A,) shows the points submitted by the district attorney on behalf of the United States. He also made some objections to the admissibility of evidence, and other minor objections of that character, which were settled as they arose in the course of the argument, and which it is not deemed necessary to advert to more particularly.

On the part of the claimant, his counsel also made certain points, which are substantially stated in the paper hereto annexed, (marked B.)

It will be perceived by a reference to these "points" of the respective parties, that the true construction of the last clause of the 9th article of the treaty, and of the laws of Congress of 1823 and 1834, to carry it into effect, as well as the character of the decisions in these cases, whether judicial or otherwise, and the effect of the awards, were drawn in question by both parties, and made the subject of elaborate argument.

As the judge is required to adjudicate these cases according to the provisions of the treaty, it is, no doubt, very proper to inquire and ascertain the true construction of those provisions, as well as of the acts of Congress to carry it into effect. But it may well be doubted whether some of the questions above alluded to are necessarily or legitimately questions for my consideration, and to what extent I am called upon to give any decision in respect to them. And so far as they do not relate to the appropriate action of the judge, under the treaty and the laws, I do not intend, and shall not be understood, I trust, as attempting to give any authoritative decision upon them. But as they are so interwoven with each other that it is difficult to separate them, and as both parties have pressed them strongly upon my attention, and both parties (the district attorney on behalf of the United States, as well as the counsel for the claimant) have particularly requested my opinion on all the points argued, I proceed to state, as far as it relates to the main questions arising out of those points, my conclusions or opinion, although, in some respects, they are different from my former preconceived views.

I have already remarked, that I consider this clause of the ninth article of the treaty as the paramount law of the case, and the acts of Congress of 1823 and 1834 as auxiliary or subsidiary to the treaty, and intended to carry its provisions into effect. The mode provided by the treaty of establishing the amount of the claim in each of these cases, or of ascertaining the sum to be paid, is a novel and unusual one for such claims, and, so far as I am aware, is not found in any other treaty, or adopted in any similar case. Usually a board of commissioners is provided for the adjustment of such claims; but in this case the treaty provides, that the United States shall pay, or make satisfaction, for such injuries to individuals as "shall be established by process of law." It is not to be presumed that the able diplomatist who, on the part of

the United States, negotiated this treaty, and well understood the import of words, used this term at random, and without some definite intent; nor that the Spanish minister's attention was not called to this extraordinary mode of adjusting claims under a treaty, and that he did not well understand its effect. If this phrase or term is one not known to the law of nations, or one which, by the public law, has no particular meaning or construction attached to it, we must, of necessity, look to the common law, or the municipal laws of our own country or Spain, or wherever the term may be found, for the true construction of it. The term is one which is used in the Constitution of the United States, and either in the same language or substance, in the constitutions of many of the States, and one which is familiar both in this country and England, and well known to the common law; and, as a "term of art," Grotius says, recourse must be had to those most experienced in that art for explanation. (See Campbell's Grotius, vol. 2, chap. 16, on the Interpretation of Treaties, sec. 3; also Vattel, book 2, chap. 17, sec. 276; and same principle in Dwarris on Statutes, p. 702; and Puffendorff, book 5, chap. 12, sec. 4.) And again, Vattel says that "attention ought principally to be paid to the words of the promising party," and those words should, of course, have their full effect as he understood them. (Vattel, book 2, chap. 17, sec. 267; also, vide, sec. 268, &c.; also, Kent, vol. 1, p. 174; and Wheaton's Int. Law, p. 334, sec. 17; and particularly the United States *vs.* Jones, 3 Wash. C. C. Rep., 209, and at 215.)

Looking, then, at the sources from which we must of necessity derive the true construction of this term, we see at once that "process of law" must of necessity mean nothing short of judicial proceedings. Judge Tucker says that "due process of law" must be had before "a judicial court or judicial magistrate." (Vide Tucker's Com., vol. 1; Appendix, p. 203.)

Chancellor Kent (Com., vol. 2, p. 13, 6 edition, and note *b*) says: "The better and larger definition of 'due process of law,' is, that it means law in its regular course of administration through courts of justice." (See also Story's Com. on the Constitution, vol. 3, pp. 660 and 661, and Baldwin's Views of the Constitution, p. 137.)

In 4 Hill's Rep., p. 146, the supreme court of New York says that the words "cannot mean less than a prosecution or suit instituted according to prescribed forms for ascertaining guilt or determining title to property." (See also 2 Coke's Inst., p. 50, and 19 Wendell, 676.)

To establish a thing by "process of law," then, necessarily requires a hearing, trial, and judgment, before some judicial tribunal or magistrate, and the proceedings and judgment, or decision, must of necessity possess all the elements and attributes of a judicial proceeding, provided they are conducted by "due process of law."

If this position is correct, and after the most mature deliberation I think it is, then it follows, as a necessary corollary from the premises, that the awards in these cases were judicial decisions, and possess the ordinary attributes or effect of judicial judgments, and necessarily final and conclusive, unless appealed from by appeal to some superior judicial tribunal authorized to reëxamine and revise them.

But it is said that a direct supervisory or appellate power over the

awards of the judge in these cases is given, by the second section of the act of Congress of 1823, to the Secretary of the Treasury, and that he is authorized by that act to alter, revise, and modify them as, in his opinion, may be just.

The first answer to this is, that if the position above assumed be correct, and if the awards are judicial decisions, no such power can rightfully be given to the Secretary. The power to revise or reform the judgments or decisions of any court or judge acting judicially, can only be conferred on other courts, or on some judicial tribunal, and cannot constitutionally be lodged in the Secretary of the Treasury, or any other executive officer; and in so far as the act makes any such provision, it would be unconstitutional and void. (Vide 1 Wheaton, 304 and 380, Martin *vs.* Hunter.)

But the more proper view of this point, and a more easy solution of this apparent difficulty, is, I apprehend, that no such appellate power is given to the Secretary, and that such is not the true construction of the act of Congress.

The treaty, it should be borne in mind, provides that these injuries should be established by process of law—*i. e.*, judicially established, as is above assumed; and the obligations of the treaty, as to the mode of establishing them, is equally obligatory upon the nation, as is the duty of having them established and paid; and Congress could not (or perhaps I may better say ought not) make any law which should provide another and different mode not contemplated by the treaty, and in direct violation of it. I have no doubt that Congress might, for a good cause, annul the whole treaty, or declare some particular article of it should not be observed, (which would of necessity annul the whole.) Every nation, of course, possesses the power of determining for itself the propriety and expediency of renouncing treaties, and this nation no less than any other, (and they have exercised it, vide 1st vol. Stat. at Large, p. 518.) This is a necessary attribute of sovereignty; and if Congress should pass any such law or joint resolution, the courts of the country would, of course, be bound by the political action of the government in that respect, and would no longer consider such a treaty as the "supreme law of the land." But no such question arises here; Congress have not attempted to do any such thing; on the contrary, every act which they have passed on this subject has been professedly with a view and *bona fide* intent to carry out the treaty. The act of 1823 is entitled, on the face of it, "An act to carry into effect the 9th article of the treaty," &c., &c. And it is the clear duty of the judicial and executive departments of the government, in giving a construction to these acts, to so construe them, if possible, as to carry into effect the intention of the legislative power, and at the same time, if there is any apparent conflict between the acts and the treaty, to give that interpretation to them (if it can be done) which will make them harmonize with the treaty, and render them consistent with the treaty and each other; and, above all, not to give them such a construction as would virtually nullify the acts themselves, and render the provisions of the treaty or the laws themselves useless or nugatory.

Authorities are hardly necessary, I apprehend, to sustain this] o-

sition; but I will refer to the following: 2d Cranch, 64, or 1st Cond. Rep., 358 and 362; also, Mr. Wirt's opinion, already quoted, pp. 568 and 569; Dwarris on Stat., p. 690; Pennington vs. Cox, 2d Cranch, 33, or 1st Cond. Rep., 346. Let us see, then, whether a construction can properly be given to these acts which shall be entirely consistent with the treaty. And first, let it be borne in mind that the first section of the act of 1823 directs that these claims shall be adjusted (adjudged) "agreeably to the provisions of the ninth article of the treaty with Spain." (The word "adjust" is used in the 1st section, and "adjudged" in the 2d section; hence they may properly be considered as synonymous terms, or intended so to be in this act.) The manifest intent of this provision of the act of 1823 is, that the treaty should be the supreme or governing law of the case, and as that directed, so it should be. Hence, if it is the fair intendment of the treaty that these claims should be judicially established, then the law provides likewise for the same thing, so far as the first section of this act is concerned.

Is there anything, then, in the second section of this act, or the act of 1834, which militates against this position, or which clashes with this view of the case, or with the provisions of the treaty? The second section of this act provides that the judge shall report his decisions when in favor of the claimant, with the evidence on which they are founded, to the Secretary of the Treasury, "who, on being satisfied that the same is just and equitable within the provisions of the treaty, shall pay the amount thereof," &c. And in the first section of the act of 1834, there are the further provisoes to the Secretary's power to pay, "that no award be paid except in the case of those who, at the time of suffering the loss, were actual subjects of the Spanish government;" and, also, that no award be paid for depredations committed in East Florida previous to the entrance into that province of the agent or troops of the United States." And as these provisoes were, by the second section of the same act, made obligatory upon the judge, who was only authorized to adjudicate and decide these claims of 1812 and 1813, subject to these provisoes, and also subject to the further provision that the "claims should be presented to the judge within one year from the passage of this act," it follows, of course, that they were equally obligatory upon the Secretary, for he could only pay such as the law authorized the judge to award. Here, then, it would seem, was ample scope for the exercise of that supervisory power which is confided to the Secretary by the provision first above quoted, without interfering with the amount of the decree or award, or infringing any provision of the treaty or constitutional law.

When a record in one of these cases was presented, it became the duty of the Secretary to examine and ascertain,

1st. Whether the injury in question had been occasioned by the operations of the American army in Florida.

2d. That it had been suffered by a Spanish officer or individual Spanish inhabitant, or (under the provision of the law of 1834) "actual Spanish subject."

3d. That it had been established by process of law.

4th. (If it was a loss of 1812 and 1813.) That it had not occurred

or been committed previous to the entrance into Florida of the agent and troops of the United States in 1812.

5th. That the claim (if for losses of 1812 and 1813) had been filed and presented to the judge within one year from the passage of the act of 1834.

All this the Secretary might rightfully and properly do under the law; and all this, in fact, amounted to no more than an ascertainment on his part that the case presented for payment was justly and equitably within the provisions of the treaty, which, I apprehend, is synonymous with "just and equitable, within the provisions of the treaty." The law in effect requires the Secretary, before paying, to see that it was a treaty case, and one in which the judge had jurisdiction; and provided he was satisfied on those points, then to pay "the amount thereof."

The difference in principle between the right and authority to inquire into the jurisdiction or power of a judicial tribunal to pronounce any decree or award, or to render the judgment in question, and the appellate power to supervise such decision or judgment, and reform or amend it, in whole or in part, is a difference or distinction too familiar to require comment. Any person upon whom a judgment or decision may operate, or who may be called upon to conform to or execute it, either officially or otherwise, may rightfully exercise the authority first mentioned, and may inquire whether the court or judge had jurisdiction to render the judgment.

In these cases, the jurisdiction of the Florida judges was a limited and special jurisdiction, expressly conferred by the act of Congress, and could not be exceeded or enlarged, but must be strictly pursued in order to give validity to their awards. And although they are directed to adjudicate these claims "agreeably to the provisions of the treaty," yet they derive their sole power and authority from the acts of Congress, and must act strictly within the powers and jurisdiction conferred, in order to make their decisions of any binding force or validity, and especially in order to authorize the Secretary to pay them.

Their authority and jurisdiction depend upon the existence of certain facts which must necessarily be shown by the record and the evidence in the case, and hence there was a peculiar propriety that the act should direct the Secretary to examine and see whether the awards were just and equitable within the provisions of the treaty, which is, as I have already remarked, the same thing in substance, as justly and equitably, or fairly within the provisions of the treaty, and amounts, in substance, to an authorization to the Secretary to inquire and ascertain whether the case was within the jurisdiction of the judge, and one in which the law authorized him to make an award; and for this purpose it was provided that the judge should not only report his decision to the Secretary, but also on the evidence on which it was founded, in order that the Secretary might see that the party claimant was a Spanish officer, or an inhabitant or subject; and whether the injuries for which payment was claimed were, in fact, injuries occasioned by the operations of the American troops; and, in short, whether the case was one in all respects within the provisions of the treaty and the acts

of Congress, and one which the judge was authorized to adjudicate. And all this authority might well be conferred upon the Secretary without, in any respect, conflicting with that obligation of the treaty, which requires these injuries to be judicially established, or established by process of law.

And perhaps it is not unworthy of remark, that the law requires of the Secretary, in case he is satisfied that the award is just, "to pay the amount thereof—not such part or portion as he may deem just or equitable, but the "amount thereof"—which certainly very strongly favors the idea that Congress did not intend that the Secretary should interfere with the integrity of the award, or alter or reduce the amount of it. And also it may be asked, if Congress intended to give to the Secretary a general supervisory or appellate power over the action of the judge, why confine it to those cases only wherein the judge decided in favor of the claimant? Why not also give to the claimant as well as the government the benefit of this appellate power?

I should not have dwelt so long, nor at all, upon this point, (which may, perhaps, be considered more properly a question for the Secretary of the Treasury than for the judge,) had I not deemed it necessary in order to elucidate my views as above stated of the true construction of the last clause of the ninth article of the treaty, and to show, as I have endeavored, and I trust somewhat satisfactorily, that the obligations of the treaty to have these injuries "established by process of law" is not at all impaired by the acts; and that, by the true construction of the acts of Congress, there is no conflict between them and the treaty; but that, on the contrary, they may be, and ought to be so construed as to harmonize with the treaty, and with the principle first laid down, that the awards or decisions are judicial in their character.

I am not only well aware that a different view of this subject has been entertained by those for whose opinions I should have great deference, but I have myself formerly had a different view of the subject, and entertained a contrary opinion as to the judicial character of these decisions, and the nature and character of the powers and duties conferred upon the judges; but the very elaborate arguments of this question, which have been had before me, in this case, and an examination of numerous authorities, as well as of very able opinions of some of the most distinguished lawyers in the Union, have led me to examine this subject with much care and deliberation, and my examination and reflection have forced me to the conclusions above stated.

There is, however, another fact or circumstance which has had great influence on my mind in producing the conclusions which are above stated, and to which my attention was more distinctly called by a paragraph in a recent very able opinion of the present Attorney General of the United States, a copy of which, referred to in the argument, was laid before me by the district attorney.

If the power to adjudicate these cases, which is conferred upon the judges by the acts of 1823 and 1834, is not judicial in its character, and to be exercised judicially, then it follows, of course, that a kind of nondescript tribunal is created by these acts for the adjudication of

these cases, consisting of the judge and Secretary together, or of the judge alone, with a supervisory or appellate power in the Secretary, and that they act as or in lieu of a board of commissioners, or that the judge acts as a *quasi* commissioner, subject to the supervisory power of the Secretary. However this may be, or in whatever light it may be viewed, it is clear either that Congress conferred the power of adjudicating these cases as a judicial power, and to be exercised judicially, or they have established a separate and distinct tribunal for that purpose, consisting of the judge and Secretary, and have appointed the officers or members of that tribunal by act of Congress, which designated them in the act, not by name, but by their style of office. This would be a clear violation of the Constitution, (article second, section two,) which provides that the President shall nominate, and with the consent of the Senate, appoint all officers of the United States of every description, except certain inferior officers, mentioned in that section; but this is not a case within the exception. Here, then, is a dilemma, from which I see no escape, except by that construction of the acts of 1823 and 1834 which is above assumed.

It cannot be contended that the duty of adjudicating or awarding upon those claims was not an office, and one of high trust and responsibility. If it was, it could be created only in the constitutional way; it could not be conferred by act of Congress on any person by name or by his style of office; and, moreover, though additional duties of this kind might perhaps be rightfully imposed upon executive or administrative officers, yet it is clear that they could not be forced upon a judicial officer, unless they were of a judicial character. It is a well settled principle, that Congress cannot by law impose upon a judicial officer any duties except such as are of a judicial character, and to be performed judicially. (Vide 3 Story's Com. on Const., page 651, section 1771, and cases there cited; also, Am. State Papers, volume 20 pages 49, 50, and 51, Misc. volume 1.)

Now we must either come to the conclusion that Congress considered the duty and authority conferred upon the Florida judges by these acts to be of a judicial character, and to be exercised judicially, and that they so intended to confer it by the acts in question, and thus adopt the construction which I have assumed as the correct one; or we must conclude that Congress disregarded the principle last above stated, which has been well settled by the courts, and, moreover, that they violated the Constitution, and that the acts are nugatory.

Chief Justice Marshall says, that "where rights are infringed; where fundamental principles are overthrown; where the general system of the laws is departed from, the intention of the legislature must be expressed with irresistable clearness to induce a court of justice to suppose a design to effect such objects." And again; "that the consequences are to be considered in expounding laws where the intent is doubtful, is a principle not to be controverted." (Vide United States *vs.* Fisher, 2 Cranch, 358, or 1 Cond. Rep., 425.) So also in Dwarris on Statutes, page 755, it is said that the consequences are to be considered, and that "the courts will not so construe statutes as to admit of absurd consequences." (See also Paine's C. C. Rep., page 11, and also cases already cited herein on the construction of statutes.)

The treaty had already provided that the injuries should be established by process of law, *i. e.*, judicially; and it only remained for Congress to designate the particular judges or tribunal who should adjudicate them; and this they did by the acts of 1823 and 1834.

And it may not be amiss here to remark, that the judge of the superior court of East Florida, and the court over which he presided, and of which he was the sole judge, possessed the ordinary powers and jurisdiction of a circuit and district court of the United States, as does the present district court, and as such was authorized to take cognizance of questions arising under the laws and treaties of the United States, and being established in the vicinage of these injuries, was a peculiarly appropriate tribunal to take cognizance of these cases.

It is difficult to conceive a case wherein the rules which I have before adverted to in respect to the construction of acts of Congress seem to be more applicable than to the case now presented. The construction, on the one hand, that the judge acted solely as a commissioner, and not judicially, would, it is believed, be equivalent to declaring the two acts of Congress of 1823 and 1834 unconstitutional and void, and at all events a violation of the provisions of the treaty, and in direct disregard of the constitutional principles as decided by the Supreme Court; while, on the other hand, if we adopt the construction contended for by the claimants, the acts will be consistent with each other, will harmonize with the treaty and the Constitution, and the manifest and apparent intent of the laws will be carried out, and no violence done either to the letter or spirit of the laws.

I have already remarked, in a previous part of this opinion, that it was strongly urged upon me, in the argument by the district attorney, that the decisions of the Secretary of the Treasury in regard to the allowance of interest in these cases was to be considered by me as the ruling of an appellate tribunal, and binding upon me as law or precedent; and I also stated, in part, my views on that subject, and why I had not deferred to the Secretary's opinion. I will only add, that if I am right in the construction which I have in the foregoing pages put upon the acts of Congress in question, and in the views which I have taken, it necessarily follows that the Secretary had no such revising power whatever, and that his decision or omission to pay the interest ought not in any respect to control my opinions or judgments.

I have now, I believe, in the course of this opinion, disposed of every point of any moment which has been raised by the respective parties. I regret that I have not been able to present my views and conclusions in a more condensed form, and with greater brevity; but the great variety and importance of the points raised, as well as the magnitude of the question from the amount involved in the general principle, must be my apology, if any is necessary, for so much detail.

It only remains for me to add, that on pronouncing this decision the district attorney prayed an appeal, and requested that that fact might be noted by me herein, to the end that he might, if the laws allowed it, prosecute such appeal, if instructed to do so.

I. H. BRONSON,
Judge of the District Court of the United States for the Northern District of Florida.

The foregoing is a true copy from the original opinion.

I. H. BRONSON, *Judge, &c., &c.*

Wherefore the district attorney, in open court, prayed an appeal to the Supreme Court of the United States, which appeal was granted as prayed in the following words: Appeal granted as prayed.

ISAAC H. BRONSON, *Judge.*

A.

Points submitted by Mr. Call, district attorney, on the argument of the claim of Ferreira, administrator of Pass.

1. "The losses of 1812 and 1813 are not within the Florida treaty of 1819; that the act of Congress of 1834 is a mere gratuity, and not based upon the obligations of the treaty."

2. The term "process of law" in the treaty is not a technical term, meaning "a judicial trial, conducted according to the prescribed forms and solemnities," but a general term, equivalent to "laws passed for that purpose."

3. That if "process of law" is such a technical term, the acts of Congress of 1823, 1834, and 1847, have not fulfilled the treaty obligations.

4. That "process of law," in its technical sense, can only be executed after notice to both parties, after a fair and impartial hearing of both parties; and that no decision can ever be pronounced in "process of law" except in open court, and cannot be *ex parte*.

5. That the claims for losses under the Florida treaty are not "established by process of law," within the meaning of the treaty, when the judge shall have made his award, but only when "the Secretary of the Treasury shall be satisfied that the same is just and equitable within the provisions of the treaty."

6. That if these claims have been adjudged by the judge in Florida, as commissioner, or as judge and commissioner, or in any other manner than as the "court," then he is a subordinate officer, whose decisions are subject to the control and supervision of the Secretary of the Treasury, and no judicial weight or authority is attached to such awards.

7. That if the decisions or awards of the judge are subject to the control and supervision of the Secretary of the Treasury, then the judge should [have] given his award by the precedents established and adhered to at the Treasury Department, upon points of principle and law.

8. That the precedent of the Treasury Department has been not to award or pay interest upon this class of claims, and the judge here ought therefore not to allow it.

9. That by "process of law" interest "*eo nomine*" cannot be allowed in *acturis ex delicte*, to which this case assimilates itself, and is not warranted by law or the usages of nations.

B.

Points submitted or argued by claimant's counsel in the case of the claim of Ferreira, administrator of Pass.

1. That the injuries for which satisfaction is stipulated by the last clause of the 9th article of the treaty of 22d February, 1819, between the United States and Spain, were in violation of our treaty with her and of the laws of nations, for which the United States were bound by such laws to make a full indemnity, and that this clause of the treaty was intended to secure such indemnity.

2. That this provision of the treaty, by requiring the claims to be "established by process of law," bound the United States to cause them to be established judicially, and to pay such treaty claims as should be so established, and that this only could be done by some judicial court or judicial magistrate to be constitutionally appointed for that purpose.

That Congress, by opening the courts and requiring the judges thereof to receive and "adjust" and "adjudge" these claims agreeably to the provisions of the treaties, have affirmed and sanctioned this construction of the obligation of the treaty.

That treaties are to be construed like statutes or contracts, and that the words "by process of law," being well-known and well-defined technical words or terms borrowed from the common law, must be construed by their meaning in the code from which they were borrowed, according to the rule laid down by the United States courts and writers of the public laws; and that the law of nations has no peculiar technology of its own from which a different meaning can be legally inferred. That our extradition and other treaties are replete with technical words and phrases borrowed from the common or civil laws; and that this is the common and necessary legal rule for constructing such words and phrases.

3. That treaties being compacts between nations or sovereigns, the extent or measure of their obligation is to be decided by the laws and usages of nations, and not by the municipal laws or usages of either party to the compact; and that the measure of damages to which the claimants are entitled under the provision of the treaty in question, is a pure question of law, and is to be decided by the laws of nations which govern such treaty obligations.

4. That the measure of damages usually allowed in these cases, namely, the value of the property at the time of its loss or destruction, with the legal interest of the province by way of damages, as a satisfaction for the further loss of the use or fruits of the property destroyed, is fully sanctioned and required by these laws, as laid down by all the writers on the public laws, by the uniform decisions of the Supreme Court of the United States, by the prize courts in England, and by the uniform practice of the United States in its diplomatic intercourse, and in the construction of its treaties with other nations, from Jay's treaty of 1794 down to its last treaty with Mexico, and this is the lowest measure of damages known to the public law for such in-

juries to property; and the common and civil law, in cases arising under them, fully sanction the same measure of damages for injuries to property.

5. That the acts of Congress of 1823 and 1834 were intended in good faith to carry this stipulation of the treaty into full and complete effect.

That these acts, together with the treaty, are to be construed in *pari materia*, the acts being subsidiary to the treaty, and intended to effect its full and complete execution according to its obligations under the laws and usages of nations, without any reference to the usage of the Treasury Department or any other municipal usages of the United States, which are totally inapplicable to treaty cases and obligations; and that thus construed the said acts require the judges to allow, and the Secretary of the Treasury to pay, the said measure of damages as required by the public law.

6. That the said acts are to be construed with reference and in subordination to that provision of the treaty which requires the injuries, and their amount or extent, to be established judicially, ("by process of law,") and that thus construed, the decision of the judges as to the amount or extent of the injuries in cases shown by the evidence to be "within the provisions of the treaty" is final and conclusive, and the revisory power of the Secretary of the Treasury must be limited to deciding upon the evidence reported to him, whether the claim or the injury thus judiciously established, is "within the provisions of the treaty," viz: whether it was suffered by a Spanish officer or individual Spanish inhabitant, ("subject,") and whether it was occasioned by the late operations of the American army in Florida. And if, upon the evidence, he decides it was, then, as the act expressly requires, he is bound to pay the amount thereof—nothing more and nothing less than the amount of the decree of the judge in Florida.

That the first section of the act of 1823 requires the claims to be "adjusted" and "adjudged" agreeably to the provisions of the treaty by the judge in Florida, and that there is no other provision for their adjudication; and that the second section of the act provides simply for the payment by the Secretary when, from the evidence, he finds them "within the provisions of the treaty," and which treaty expressly requires the amount or extent of the injuries to be "established" judicially. That had Congress intended the Secretary to exercise a full supervisory and appellate power, and to pay such parts of said decrees only as he should establish, different language, and that more appropriate to such a purpose, would unquestionably have been used; and, besides, such a construction involves the absurdity that Congress, while professing to carry the treaty into full effect, intended to violate that part of it which requires the claims to be established judicially, and which cannot be done by an executive officer. The construction contended for in behalf of the claimant, harmonizes every provision of the acts with each other, and with the treaty, and gives effect to the whole. The injuries are, by that construction, "established" judicially, as the treaty requires.

They are adjudged by the judges in Florida, "agreeable to the provisions of the treaty."

And when the evidence satisfies the Secretary that the claim is "within the provisions of the treaty," or "just and equitable within the provisions of the treaty," which is the same thing, he will "pay the amount thereof."

The provisions of the acts of 1834, as to payment, will also be strictly fulfilled, and the executive and judicial departments kept within their appropriate spheres of action. The acts of Congress expressly make the provision of the treaty the standard for the adjudication of the claims by the judges and their payment by the Secretary, and there is no other law for the government *or* either, but the treaty, which is thus made by Congress a part of the acts, and the controlling law of the case.

7. The duties of the judges of the superior court of Florida, and of the judge of this court, in deciding these claims under the said acts, are strictly judicial.

They exercise, "within their respective jurisdiction," the judicial authority previously conferred upon them in federal cases arising under the laws and Constitution of the United States, and act in that capacity in which they had been previously nominated by the President and confirmed by the Senate, and under the commissions which they respectively held, and the oaths which they had respectively taken as such judges. "The provisions of the treaty," which were made part of the acts of Congress, require them to act in that capacity, and they had not been constitutionally appointed, commissioned, or sworn in any other, nor have they ever been. They exercise the same judicial power and authority that was vested in the court of Kentucky district by the judicial act of 1789 in such cases; which said court was a regular constitutional court, and upon which Congress conferred, and could confer, no powers but such as were strictly judicial.

That the Secretary of the Treasury acts as such secretary, and in the executive capacity in which he had been previously nominated, confirmed, commissioned, and sworn, and in which alone he is authorized to pay money out of the treasury; and that Congress did not intend, and was not authorized by the Constitution, to confer judicial power upon him; and that so far as he has attempted to exercise it, his acts are without authority of law and void.

8. That the decisions of the Secretary, rejecting the interest decreed as a legal part of the damages by the judges, do not form legal precedents which bind the judge of this court.

That the executive decisions do not form legal precedents which bind this court, or even succeeding Secretaries when against law.

That decisions by the courts, even when against the provisions of the statutes or treaty, or the common law do not form binding precedents; and that the decisions of the Secretary rejecting said interest were made under the mere municipal usages of the Treasury Department, which are not applicable to treaty cases; and that there has, therefore, been no decision by any Secretary under the laws and usages of nations, which alone, it is now conceded, govern treaty cases.

CHAS. C. SHERMAN,
For Claimant.

Office of the judge of the district court of the United States, for the northern district of Florida.

ST. AUGUSTINE, *September* 10, 1851.

The documents, of which the following are copies, numbered from one to forty-two, inclusive, were found on file in the office of the keeper of the Spanish archives at this place, in 1834, and certified copies furnished by him to Judge Reid at that time, of which Mr. Sanchez, then translator and interpreter of the court, made translations and copies. When the original was in the Spanish language he made a translation, and certified it.

These copies are taken from Mr. Sanchez's certified translations, and from the original certified copies of the keeper of the archives, when the document was in English; all of which were turned over to me, as part of the papers or records appertaining to these cases of claims for losses in 1812 and 1813, under the ninth article of the treaty with Spain.

I had supposed that Judge Reid furnished copies of these to the Treasury Department at the time he obtained them; but, not being certain of that fact, I now forward them.

They serve to illustrate the history of the invasion of East Florida, in 1812, by the agent and troops of the United States, and of the (so called) patriot war of that period.

They are referred to in my opinion and decision in the case of Francis P. Ferreira, administrator of Francis Pass, deceased, at page 81 of the record in that case.

I. H. BRONSON, *Judge, &c., &c.*

No. 1.

FERNANDINA, *March* 10, 1812.

GENTLEMEN: Having learned, with certainty, that a number of citizens of the United States have entered our province, and who, united with some of our rebels to the government, commence to commit hostilities, [by] violating our territorial rights without the requisite of a preceding law, therefore, I hope you will have the goodness to inform me if the government of the United States have any part in or knowledge of said proceedings, or permits that her citizens should be the instruments of a like nature, contrary to all the treaties of amity existing between the two nations.

You will be pleased to answer me through Don George Atkinson, the bearer, for the information of my superior government.

God preserve you many years.

JUSTO LOPEZ.

The MAGISTRATES OF ST. MARY'S, *Ga.*

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
In. and Tran. Superior Court, E. D. F.

No. 2.

ST. MARY'S, *March* 15, 1812.

SIR: The undersigned have had the honor, this day, of receiving your favor addressed to them, and delivered by Mr. G. Atkinson.

They have to regret that they are unable to say whether the proceedings alluded to in your letter are or are not authorized by the government of the United States; having no information, excepting that collected from vague report, similar in substance to that which the commandant appears to have received.

Very respectfully, we are, sir, your obedient servants,

ABRAHAM BESSENT, *J. J. C.*
STEPHEN MOODE, *J. J. C.*
JOHN ROSS, *J. J. C.*

Al Señor DON JUSTO LOPEZ.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this twenty-ninth day of September, [L. S.] A. D. one thousand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 3.

ST. MARY'S, *March* 15, 1812.

MY DEAR SIR: The determination of the United States to take possession of our province by conquest have caused us to agree, who have interested ourselves in the advantages which we actually enjoy, to place it under their protection; therefore we have already secured all the country between the rivers of St. John's and St. Mary's, and, had it not have been for an unexpected circumstance, we would have had possession of St. Augustine and the fort on to-morrow night; so that you see how far I am engaged in this business, and that I cannot now retrocede. Be assured, sir, (that in whatever light my present conduct may make me appear,) that I yet have, and hope to possess always, the feelings of a gentleman and a man of honor; and permit me to say to you, that the attention which I have received from yourself and from my respectable friends, the old and young Arredondos, will always give you claims upon my services.

Two gun-boats, which is all we have required, will enter St. John's to-day; and we are encamped, increasing like a snow ball; and we have already sufficient forces to conquer all the province; we intend laying siege to Amelia island, or, more properly, to invite you to unite with us in our glorious cause. And I assure you, that, if our proposition is admitted by you without objections, none of our soldiers shall

place their feet upon it; but otherwise, if you do not admit it, no one can answer for the consequences.

The first condition which we have secured is, that Fernandina shall not be subjected in her commerce to the restrictions to which the United States are at present, during the term of twelve months, calculated from the 1st of March next ensuing; and that it shall be a free port until the expiration of said term, although the United States and Great Britain should declare war. If you surrender, or agree to unite with us, two gun-boats will be immediately ordered there to preserve good order, and to prevent any difficulties, which is my greatest wish.

I am, my dear sir, with great sincerity,

JOHN H. McINTOSH.

Don JUSTO LOPEZ.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
In. and Tran. Sup. Court, E. D. F.

No. 4.

EAST FLORIDA, BELL'S RIVER, *March* 16, 1812.

SIR: The patriots of the district situated between the rivers St. John's and St. Mary's invite you to unite with them in their patriotic undertaking, which is to place themselves under the protection of the government of the United States, which guaranties to every man his religion, his liberty, and his property, and that she will pay to every soldier and individual the amount that may be due to them by the Spanish government, &c., &c. Or they summon you to surrender the town of Fernandina, and they will grant you the following conditions:

First. The garrison shall march from the lines with their arms, and shall receive their parole as soon as their arms are given up.

Second. Property of all descriptions shall be considered sacred, without being examined into or touched, and shall remain in your possession and use in the same manner that it was previous to the capitulation.

Third. The island shall, within twenty-four hours after the capitulation, be ceded to the United States, under the express conditions that Fernandina shall not be subjected to the restrictions on her commerce that exist in the ports of the United States, and shall be free to British vessels and produce, and to other nations paying the usual tonnage and import duty; and, in the event of the United States and Great Britain going to war, the port of Fernandina shall remain open to British merchants and goods, and shall be considered a free port for the term of one year, or rather from this time to the 1st of May, 1813, if Great Britain will permit it.

Fourth. That the inhabitants who have been settled in the country, and have enjoyed the privilege of cutting timber, shall have the same privilege continued to them until the 1st of May, 1813, to the exclusion of other individuals, and precisely as they had it until now.

Fifth. Commissioners will be appointed by you to negotiate with those of the patriots at Low's plantation, where they will be treated with every respect, for the purpose of effecting a treaty founded upon the foregoing principles.

These are the terms which we offer you, whom we desire to consider and embrace as brethren, for it is our wish. You will answer these propositions within one hour after you have received them, and our flag of truce has orders to wait that time.

We are informed, sir, that you have armed the negroes on the island against us; we hope it may not be true; for if we find it to be so, you will recollect that we solemnly declare to give no quarters in the town of Fernandina. Finally, we supplicate you to reflect well upon this subject, that you may not bring upon yourselves, by fruitless opposition, those excesses of which yourselves, more than we, will be the authors. The United States gun-boats will coöperate for the purpose of preventing the British vessels, &c. from acting hostilely against us.

I am, sir, with great respect, your humble servant,

LODOWICK ASHLEY,
Colonel Commandant.

The COMMANDANT OF AMELIA ISLAND.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 5.

AMELIA ISLAND, *March* 16, 1812.

I refer you to Messrs. Joseph Arredondo and Joseph Hibberson for the answer to your letter of this morning.

JUSTO LOPEZ.

Mr. LODOWICK ASHLEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 6.

BELL'S RIVER, LOW'S PLANTATION,
March 17, 1812.

SIR: According to agreement, General Mathews will be at this post to-morrow morning, at ten o'clock; but in the event of his refusing to receive the cession of the island from any others but the patriots, we require and hope that your commissioners may be authorized to cede it

to us, and you may rest assured that we will punctually comply with the terms offered you yesterday.

I am, sir, &c.,
LODOWICK ASHLEY,
Colonel Commanding.

The COMMANDANT OF AMELIA ISLLAND.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
In. and Tran. Supt. Court. E. D. F.

No. 7.

FERNANDINA, *March* 17, 1812.

SIR: I have received your letter of yesterday, and in answer thereto I say that the commissioners will leave this post on to-morrow, to meet General Mathews, as was agreed upon on yesterday.

JUSTO LOPEZ.

Mr. LODOWICK ASHLEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Supt. Court. E. D. F.

No. 8.

PATRIOT'S CAMP, BELL'S RIVER, *March* 17, 1812.

It has been the voice of humanity, and our desire to avoid the shedding of blood, which has delayed our march to that post, and at the same time I expected that the friendly and liberal propositions contained in my first communication would have produced an immediate adjustment. But I see, with regret, that your conduct has been equivocal and evasive, and, therefore, I inform you that the negotiation is at an end; and I charge you, on pain of death, to return to the island and inform the inhabitants that I will this day make my landing upon it, and that I will not fire a single gun, or commit any disorder, if they do not fire upon me. But, in the event that they do, we will show no quarters, and we will proceed to confiscate the properties of all those who should do so immediately; but if they surrender, I obligate myself, in the most solemn manner, to comply with my first proposals.

With the greatest respect, I am, gentlemen, yours,
LODOWICK ASHLEY,
Colonel Commanding.

Messrs. ATKINSON and YOUNGE,
Commissioners on the part of the Garrison of Amelia Island.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 9.

The Commandant of Amelia Island to Commodore Campbell.

AMELIA ISLAND, *March* 16, 1812.

SIR: I have the honor of informing you that a number of men who call themselves patriots have taken up arms and demanded the surrender of this post to them, saying that the United States had determined to take possession of this province by force of arms. I have to request of you, therefore, to say if you are in possession of such orders.

With great respect, I am, sir, your obedient servant,

JUSTO LOPEZ.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Supt. Court, E. D. F.

No. 10.

FERNANDINA, *March* 16, 1812.

According to your orders we went this day, at 3 o'clock in the afternoon, to execute them, in this manner. We found Commodore Hugh Campbell on board of one of the United States gun-boats, which was at anchor at the mouth of this harbor, and we presented to him your letter, who answered us that he had in his hands a letter which at that moment he was going to forward to you, respecting one of his boats, which had been missing since the night before; and that he had, previous to our arrival on board, dispatched a boat with a letter to General Mathews, who he believed was at Point Peter, for the purpose of satisfying himself on one point, and that until he received the answer of General Mathews it was not possible for him to reply to you. And, after waiting on board a considerable time, Commodore Campbell said to us that he regretted he could not answer your said letter, but that he would lose no time in doing so as soon as he received the answer he was expecting from General Mathews.

We are, sir, with due respect, your obedient servants,

GEORGE ATKINSON,
GEORGE J. F. CLARKE.

Don JUSTO LOPEZ,
Commandant of Amelia Island.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Supt. Court, E. D. F.

No. 11.

UNITED STATES GUN-BOAT, No. 164,
March 17, 1812, *at* 7 *a. m.*

SIR: I have been waiting until this hour for General Mathews's answer, which I have not yet received, and I hope that this will be a sufficient excuse for not having replied to your letter by Mr. Atkinson.

I take the liberty of informing you that the naval forces of America, near Amelia, do not act in the name of the United States, but do it in aiding and assisting a large portion of your inhabitants, who have thought proper to declare themselves independent, and are now in the act of supplicating you to unite with them in their cause. You can readily, sir, form a conception of the task which has been imposed upon me, but I hope that it will be accomplished without the effusion of human blood, while the arm of humanity, and protection will be extended to the objects that deserve it.

I have the honor of being, with great respect, &c.,

HUGH CAMPBELL.

Dou JUSTO LOPEZ,
Commandant of Amelia.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Supt. Court, E. D. F.

No. 12.

AMELIA, *March* 16, 1812.

SIR: I have received, this morning, a letter written by John H. McIntosh, and signed by Lodowick Ashley, demanding the surrender of this post, to place it under the protection of the United States; I have also received a letter, written and signed by the said John H. McIntosh, assuring that, as the United States had determined to take possession of this province by conquest, himself and others had preferred placing it under the government of the United States for the security of persons and property.

These declarations, being connected with the circumstance that the principal part of the armed forces now in this province are Americans, have determined me to inquire of you if the United States are to be considered as principals or auxiliaries (and if either, which) in the present invasion of this province?

Messrs. Joseph Heberton and Joseph Arredondo go with orders to receive your explanation on these points; and I beg you will explain to them what may occur in relation to this business.

JUSTO LOPEZ.

The COMMANDER OF THE AMERICAN FORCES.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 13.

J. Laval, Commander of the American Military Forces to the Commandant of Amelia Island.

POINT PETER, *March* 16, 1812.

SIR: I have this moment been favored with your letter of this day, informing me of the letter which you received this morning, written by John H. McIntosh and signed by Lodowick Ashley, demanding the surrender of that post to place it under the protection of the United States; and that you have also received a letter written and signed by the said McIntosh, assuring that, as the United States had determined to take possession of the province by conquest, himself and others had preferred placing it under the protection of the United States for the security of persons and property.

You desire to know from me, sir, if the United States are to be considered as principals or auxiliaries? I have the greatest satisfaction in informing you that the United States are neither principals or auxiliaries, and that I am not authorized to make any attack upon East Florida; and I have taken the firm resolution of not marching the troops of the United States, having no instructions to that effect.

I am, sir, yours, with respect,

J. LAVAL,
Major Commanding.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 14.

FERNANDINA, *March* 17, 1812.

DEAR SIR: Proceeding to the execution of the orders with which you were pleased to charge us, we were on the point of embarking

when we were informed that General Mathews had left the encampment of the insurgents on Bell's river, and was at that moment in the American camp at Point Peter, consequently we changed our course and went first to Point Peter, and from thence we crossed over to that of the insurgents by way of Jolly river, and we returned to this post a little after midnight.

We were received at Point Peter by a captain of the regular troops, who conducted us to the lines. We informed him that we had a letter for the commandant of the American forces, and that we did not know whether we ought to present it to General Mathews or to Major Laval; he informed us that the latter was the military commander, but, if we came on public business, he presumed our mission was to the first, and conducted us to General Mathews, to whom we exhibited your letter, and he replied to us that Major Laval was the commander of the forces. He informed us at the same time that he was commissioned on the part of the United States to take possession of this province, and would take particular pleasure in receiving and answering the questions we might think proper to ask him. We had already entered into conversation when Major Laval appeared in the room where we were, and we presented to him your letter; he signified to us that he would take pleasure in seeing us in his quarters, but that he could not communicate with us in the place where we were. On our arrival at the quarters of Major Laval, he informed us that the conduct of General Mathews had placed him in the most extraordinary and disagreeable situation; that he was compelled to become a sentinel himself in his own camp; that he had attempted to seduce his troops to leave him, but that we might rest tranquil on this point, because his troops would not move one step without him; and, to satisfy us on this subject, he stated to us the following circumstance: that, at the commencement of General Mathews's arrangements for this revolution, he asked him for a detachment of United States troops to assist in taking St. Augustine by surprise, and that his men came to him and declared that they would not march unless he commanded them. And, finally, he assured us that they had used every stratagem that was possible to induce him to engage in this business with the United States troops, but that he had rejected with firmness all the offers which had been made to him, and that, in his opinion, the conduct of General Mathews never could be approved by a great nation like the one he had the honor of serving; and he withdrew to write the letter which we delivered to you this morning. Major Laval was very candid with us, and his conduct in this business was certainly praiseworthy. We afterwards went again to meet General Mathews, who we found in company with Brigadier Floyd, of the Georgia militia. General Mathews assured [us] that he had instructions from his government to receive East Florida, or any part of it, from the local authorities, or if he received any positive information that any foreign power intended to take possession of it, he was authorized to take it by force of arms. We asked him if he considered the individuals who had rebelled against their government as the local authorities; to this he answered that he did, and added that he had received positive information that the British contemplated landing here two regiments

of blacks. We asked him if he could give us his author; he said to us that he had his information from a person residing in Georgia, who he understood was a half-pay British officer. General Mathews directed his secretary to read to us a treaty which he had made with McIntosh, the chief of the insurgents, which appeared to us contained nothing more than a detail of the articles mentioned in Ashley's letter, which you received yesterday.

Before we departed we assured General Mathews that this was truly an American invasion; that the greater part of the people armed against us were American citizens, brought to our province by the offer which he had made to them of giving to each of them five hundred acres of land, but that, if he would withdraw his support form them for one week, we obligated ourselves, in your name, that Amelia Island would surrender to him, if before the expiration of that time we had not driven the insurgents the other side of St. Mary's river; to which he made no answer. We went afterwards to Low's house, on Bell's river, where we found McIntosh, Ashley, and Cook; we delivered your letter to Ashley, and we informed them that you could not and did not wish to enter into any treaty with them, and that you would neither, under any conditions, deliver to them the island; and, after much uninteresting conversation, we agreed that if General Mathews wished to treat on the part of the United States, that you could then treat with him with honor. They assured us that General Mathews would be at Low's house at ten o'clock this morning, and we agreed that you would appoint commissioners to meet him at the hour appointed, and that you had nothing, and did not wish to treat with them. All of which we reported to you verbally last night.

We are, sir, with due respect, your servants,

JOSÉ HIBBERSON,
JOSÉ DE LA MAZA ARREDONDO.

Don JUSTO LOPEZ,
Commandant of Amelia Island.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 15.

The Commandant of Amelia Island to General Mathews.

FERNANDINA, *March* 17, 1812.

SIR: I have thought proper to appoint and charge Messrs. Philip Younge and George Atkinson as commissioners on the part of Amelia Island to treat with you, as the commanding officer on the part of the United States, upon all subjects relating to the present invasion of this province.

I have the honor of being, respectfully, your servant,

JUSTO LOPEZ

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 16.

AMELIA, *March* 17, 1812.

SIR: Agreeably to your orders and instructions appointing us commissioners to meet General Mathews, we went to the insurgents' camp, at Low's plantation, on Bell river. It would be proper that we should here observe to you, that at our leaving here at ten o'clock this morning, the United States gun-boats were coming tacking to this port, and before we reached Low's plantation, we saw clearly that some of them were anchored near or in front of this town. We were received by John McIntosh and William Ashley, with a guard, and conducted by them with our eyes blindfolded, about fifty yards, to a small house, where we were joined by Lodowick Ashley and George Cook. Inquiring for General Mathews, they informed us that he had not arrived, and that they were of opinion that he would not come; under this supposition they wished us to treat with them, but we objected to it, because we had no authority from you to that effect, and we determined at all events to wait for the general one hour; there was much conversation, but as it was not official, your instructions not being extended to treat with them, it will not be necessary to detail it; but that they urged us much to surrender to them this post, in order to avoid the effusion of blood, and they accused us of having treated them with contempt, by refusing positively to treat with them; and threatened us with marching immediately to Amelia Island. General Mathews having arrived with Colonel Isaacs, they left us conferring with these gentlemen, and we delivered your letter to the general.

We proposed to General Mathews the first article of your instructions, which was, if he was authorized by the government of the United States to take possession of this province by force of arms? He answered that he was not, but that he had instructions to receive it from the local authorities of the country, and, considering the patriots as such, he had received it from them.

"You then, general, consider the land we are now on as part of the United States?" He answered, "Yes, from Rosse's bluff."

"Are the naval forces of the United States authorized to coöperate with the party that are now preparing the attack upon Amelia Island?" He answered that they would not assist.

"If we repel the rebels, you consider yourself authorized by your government to take possession of Amelia Island by force of arms?" He answered, "I have orders from my government to take possession of it, in case there should be any appearance of the British attempting to send a force to take it; and I have now positive information that they are going to send their black troops for this purpose."

"If the United States naval forces fire a gun upon Amelia, we can then surrender with honor to superior forces; but we will never surrender to those men whom we can repel." He answered, "this is an affair between yourselves, because the United States gun-boats will not fire a gun, nor will they interfere with you, unless some British vessel should aid you, and in this case they have orders to fire upon you; and I am informed that you have been supplied with arms and ammunition by some vessels that are now in port. We have a right, sir, to ask of the British, who are in our ports as allies, their assistance, and even to take from them by force arms and ammunition, which we have done." He said "they had no right to interfere in this business, and if they did, as I have understood they intend doing, the gun-boats have orders to fire upon you."

We consider, sir, that the United States have already committed hostilities by the entrance of their gun-boats at this critical time into our waters of Amelia, evidently with the intention of deterring our town with their threats." He said, "you may think what you please, because this is an affair of my government."

We are charged, general, to inform you that there are a number of citizens of the United States, who have joined the party that is going now to the attack of Amelia, and they are now here, and we demand of you to detain them. He said "that he had no knowledge of any, nor he had no command over them; you ought to appeal to the authorities of the State of Georgia."

We again repeat, sir, and inform you, that among these people there are a number of citizens of the United States. Finding, Mr. Commandant, that the object of our appointment could not be effected, we returned with all possible dispatch, and we delivered to you the letter which was delivered to us by the insurgents who were preparing to land; and on our arrival here, we found four United States gun-boats still at anchor, three of them at the distance of a short pistol shot from the beach, and in front of our guard, with their cables sprung, their guns uncovered and pointed at the guard, their matches lit, and the crews at their respective posts.

This extraordinary conduct of the United States forces obtained the end to which it was directed, because we found on our return the people dismayed, and many of them had abandoned their posts, and all exertions to induce them to return were ineffectual. When you well know, sir, that at our departure from here at ten o'clock in the morning, which was before the arrival of the gun-boats, they were all of them determined not to surrender to the insurgents, and they were never in better spirits, nor had there been so many assembled.

We are, sir, your servants,

PHILIP R. YOUNGE,
GEORGE ATKINSON.

Don JUSTO LOPEZ,
Commandant of Amelia.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 17.

FERNANDINA, *March* 18, 1812.

SENOR GOVERNOR: With due regret I communicate to you the surrender of this post yesterday at seven in the morning. Eight gun-boats got under way, and came and anchored in front of this post; they pointed their guns upon us and beat to quarters. At two o'clock of the same day there came from Mr. Low's house, where they had been encamped, two hundred and thirty of the rebels. As soon as the gun-boats made their appearance I wrote to the commander of them to know what his intentions were, and his answer was, to say that his orders were to protect and assist the rebels. Under these circumstances we found ourselves obliged to surrender. They think of marching to-day to that city, and, as I have understood, the greater part of the inhabitants of St. John's are united with them, as also Don William Craig; they say, also, that in that city there are many of their party. The gun-boats, it is said, will leave to-day for St. John's and St. Augustine.

All these people, sir, have no organization whatever, and can only succeed in their enterprise by surprise. The most extensive calculation that I can make of their forces, calculating with the rebels of St. John's, will not amount to five hundred men.

God preserve your excellency many years.

JUSTO LOPEZ.

His Excellency Don JUAN DE ESTRADA.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 18.

FERNANDINA, *March* 20, 1812.

SENOR GOVERNOR: With the greatest regret I have to inform you that in consequence of eight United States gun-boats anchoring in front of this station, with two cables fore and aft, their guns turned upon the town, the matches lit, and a perfect order of attacking us, I was obliged to surrender the post and town by a vote of the citizens generally, owing to the impossibility of defending it, to a large number [of] rebels and insurgents of this province, united with a number of the citizens of the United States. The communication between this post and that of St. Augustine is suspended, as I have had no correspondence with the government for some time past, in consequence of its being cut off by the insurgents.

The troops of the United States are in possession of this island, and General Mathews at the head of them. On the 17th, at four in the afternoon, this post was surrendered. Under date of the 19th I notified our consul at Charleston that he might be pleased to notify it to

the captain general, and to our minister, Mr. Onis; on the 19th the insurgents, and the citizens of the United States with them, have marched to demand the surrender of that city; and we believe some gun-boats will go outside to support and assist them.

God preserve your excellency many years.

JUSTO LOPEZ.

His Excellency Don JUAN JOSE DE ESTRADA.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 19.

FERNANDINA, *May* 19, 1812.

SENOR GOVERNOR: As there has been no opportunity offering since the taking of this place for that city before this time, I have not forwarded the documents inclosed, which contain a copy of the correspondence translated that passed in those days, by which your excellency will be pleased to acquaint yourself of the contents of them, accompanying, at the same time, the plan showing the state of the post and manner in which it was attacked.

As I have had no intimation of the papers forwarded to your excellency containing reports up to this time having been received by you, and knowing the city deficient of the means of notifying the occurrence to his lordship, the captain general, I have taken the liberty of forwarding to his lordship the report of what has occurred, inclosing to him a similar plan of the situation, manifesting to him the state of the province, the city besieged by the rebels and American troops, and the post blockaded by a United States armed brig and two gun-boats.

To his lordship, the Chevalier de Onis, our minister in the United States, I have also forwarded copies, in order that, through every channel, the news should reach our capitals with the greatest speed. Having, at the moment, notified our consul at Charleston of the taking of the post, that he might communicate it the minister and captain general.

God preserve your excellency many years.

JUSTO LOPEZ.

His Excellency Don JUAN JOSE DE ESTRADA.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 20.

ST. AUGUSTINE, FLORIDA, *June* 11, 1812.

I have just arrived in this city, and taken charge of the command of it as civil and military governor proprietary, appointed by the serene regency of the kingdom; and it appearing very strange to me to find United States regular troops encamped in the vicinity of it, when my nation is at peace and on friendly intercourse with the said United States, according to the treaties of amity and commerce celebrated between both nations, when there has preceded no declaration of war.

I have thought proper to give you this notice that you may, if you think it convenient, be pleased to come to this city, or commission one of your confidential officers, for the purpose of holding a conference with me, assuring you, upon the honor of a gentlemen, that his person shall be looked upon and treated with the utmost respect.

God preserve you many years.

S. K.

P. D. This official communication will be handed to you by the sergeant-major of this city, Captain Don Francisco Rivera.

KINDELAN.

The COMMANDER OF THE AMERICAN TROOPS,
Encamped near this City.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int'r and Trans'r Sup. Court, E. D. F.

No. 21.

UNITED STATES ENCAMPMENT,
June 12, 1812.

SIR: I had the honor to receive your excellency's communication of yesterday, by the sergeant-major, Don Francisco Rivera; and, in conformity with your request, have directed Captain Joseph Woodruff, of the third United States regiment of infantry, and Lieutenant George Haig, of the United States dragoons, to wait upon your excellency, assuring your excellency that they possess my full confidence, and that they are entitled to entire faith and credit. I avail myself of this occasion to inform your excellency that the negotiating powers with your excellency are now vested by the government of the United States in his excellency, David B. Mitchell, governor and commander-in-chief of the State of Georgia, and that, as United States commissioner, they are plenary; and further, that his excellency is now in St. Mary's, in the State of Georgia, where I will, with great pleasure, send by express any communication your excellency may wish to make. I take the liberty to add, that the late commandant of St. Augustine, would have heard again from his excellency, had not his troops fired upon my

command before the expiration of the time allowed for the return of Colonel Cuthbert.

I reciprocate your good wishes, and am, with the highest consideration, most respectfully,

Your excellency's obedient servant,

T. A. SMITH, *Lieut. Colonel,*
U. S. Regiment Riflemen.

His Excellency SEB. KINDELAN,
Governor Proprietary, Politic and Military, &c.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, [L. S.] Florida, this thirteenth of September, A. D. one thousand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

I reciprocate your good wishes, and am, with the highest consideration, most respectfully, your excellency's obedient servant,

T. A. SMITH, *Lieut. Colonel,*
U. S. Regiment Riflemen.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, [L. S.] Territory of Florida, this thirteenth day of September, A. D. one thousand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 22.

ST. AUGUSTINE, FLORIDA, *June* 12, 1812.

In consequence of your not being authorized to confer with me respecting the disagreeable occurrences that have been occasioned by the troops under your command in this province, according to what you say to me in your communication of this day, I have nothing to say to the two officers that you have sent to this city; and for the purpose I will direct myself to his excellency the governor of the State of Georgia, Don David B. Mitchell, commissioner on the part of the United States; and, in the meantime, I pray you to retire with the troops under your command to the other side of the river St. John's, without affording any protection, active or passive, to the revolters of this province, who, under the protection of the United States arms, they dare to commit disturbances of all kinds against the loyal subjects of it.

God preserve you many years.

S. K.

T. A. SMITH, Esq., *Lieut. Col. of the Rifle Corps of the U. S., and Com. of the Troops encamped in the vicinity of this City.*

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int'r and Trans'r Supreme Court, E. D. F.

No. 23.

UNITED STATES ENCAMPMENT,
June 13, 1812.

To his Excellency Sebastian Kendelan, Governor Proprietary, Politic, and Military, &c., &c.

SIR: In reply to your excellency's communication of yesterday, I have to observe, that my instructions command me to maintain my present position. To prevent the effusion of blood pending the negotiation with his excellency Governor Mitchell, I must request that no parties may be sent from the town, as I shall feel myself obliged to repel any force which may appear without the reach of your cannon.

I am, with the highest consideration, most respectfully, your excellency's obedient servant,

T. A. SMITH,
Lieutenant Colonel United States Regiment Riflemen.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, [L. S.] Territory of Florida, this thirtieth day of September, A. D. eighteen hundred and thirty-three.

ANTONIO ALVAREZ,
Keeper of Public Archives.

No. 24.

ST. AUGUSTINE, FLORIDA, *June* 13, 1812.

I have received the communication which, by your order, and under this date, has just now been handed to me by one of the officers of your command, and in answer to which I say to you that I do not admit, and never will admit, to be dictated to. For my troops, in whatever place or situation they may find themselves, if they be insulted, will sustain their character; and in consequence whereof, at any event, I shall act with energy, which characterize the Spanish nation, well satisfied that the result will fall upon the first aggressors; declaring to you that in future you must abstain from sending any further com-

munication to this city, for the bearer of them will be sent back without being heard, while the present differences take a new aspect and course becoming two nations who are, happily, at peace and harmony.

God preserve you many years.

G. K.

THOMAS A. SMITH, Esq.,
Lieutenant Colonel of the United States Rifle Corps, and Commander of the Troops Encamped in the vicinity of this City.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
Interpreter and Translator Supreme Court, E. D. F.

No. 25.

ST. MARY'S, *May* 4, 1812.

SIR: The President of the United States has commissioned me to communicate with you on the transactions which have recently taken place in East Florida, and in which the forces of the United States have been used, and I am authorized to assure you that these transactions were not authorized by the government.

I hasten to make this communication, under the fullest confidence that it will be received as evidence of the friendly disposition of the government of the United States to that of Spain, and of their desire to maintain and preserve uninterrupted that harmony which has so long subsisted between the two nations.

I send my aid-de-camp, Colonel Cuthbert, to you with this letter, who will, if you desire it, wait for and bring me your answer, which I have to request in writing. In the meantime, if you are disposed to make any verbal communications to him with the view of conveying your sentiments to me in that way, on any point regarding the business upon which he is sent, you may have reliance upon his honor in executing your wishes in that respect.

I am, sir, with high consideration, your very obedient servant,

D. B. MITCHELL.

The GOVERNOR OF EAST FLORIDA, *in St. Augustine.*

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this thirteenth day of September, A. D. [L. S.] eighteen hundred and thirty-four.

ANTONIO ALVAREZ.
Keeper of Public Archives.

No. 26.

ST. AUGUSTINE, FLORIDA, *May* 9, 1812.

EXCELLENT SIR: On this day I have received, by your aid-de-camp, Colonel Cuthbert, your letter written at St. Mary's, Georgia, on the 4th instant, in which you are pleased to say to me that you are commissioned by his excellency the President of the United States, to treat with me on the subject of what is occurring in this country, owing to the active part taken by the United States regular troops, whose proceedings have been disapproved of by the government, with the desire of continuing the good harmony which for so long a time has subsisted between the two nations.

The Spanish nation have endeavored, on their part, to accredit, scrupulous, by their good faith in the fulfillment of the treaties, and should not have supposed that she should be exposed even to insult, which she has suffered in this province of East Florida, which is under my charge.

By the public papers of the United States, which I have seen, announcing the disapproval of the hostile proceedings of General Mathews and Commodore Campbell, I should have supposed that the forces of the American government would have, before this, withdrawn. Until which event, I can proceed to treat on nothing; and, in the mean time, I protest, as I have verbally expressed to Colonel Cuthbert, against any occurrence which might take place, as I do not recognize any authority this side of the dividing line, established by both nations in their treaties of peace, limits, and navigation, of the 27th of October, 1795.

God preserve your excellency many years.

His Excellency D. B. MITCHELL,
Governor of the State of Georgia.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 27.

ST. AUGUSTINE, FLORIDA, *June* 11, 1812.

EXCELLENT SIR: I have this day arrived in this city, and taken possession of it and its province as civil and military governor, appointed by the serene regency of Spain, which, in the absence of our beloved sovereign, Ferdinand VII, reigns.

I give this notice to your excellency for what good harmony, which should make the two territories happy, which are under our charge; and more particularly in consequence of my having been informed that, on the 17th of March last, several gun-boats of the United States, stationed in the St. Mary's river, Georgia, had presumed to enter upon

our waters and menace the town of Fernandina, on Amelia Island, indicating having made themselves active parties in an insurrection, prepared, assembled, and, to appearances, fomented in that country, with the premeditated design of possessing themselves of this said province under my command, as, in fact, they have done of a part of it. The United States regular troops, being in possession of that territory and encamped in the vicinity of the said city, (all of which, as I am informed, has been done by orders of General Mathews,) notwithstanding that our respective governments are in the best correspondence and friendship; which proceeding is an act of hostility that, in any point of view, compromits both nations to take part in the discord, which, probably, had no other origin than in the ambition or intrigues of a few excited and revolutionary heads. Your excellency ought to consider that my duty does not permit me to tolerate, for one single moment, the existence of said troops in the province which has been confided to me; and, in consequence of which, (although with regret,) I will be forced to take disagreeable measures, which, if they do not leave it, will cause universal execration to fall on the promoters of such unjust aggressions. And with this view, in the name of my august sovereign, Don Ferdinand VII, and in the name of all the Spanish nation, I invite your excellency, first of all, to order said troops under your command to evacuate from the Spanish territory within the term of eleven days from the date hereof, not doubting for a moment that your excellency, convinced of the vehement reasons which impel me to demand this demonstration of your good faith, and convinced of what is the interest of humanity and that of the happiness of the frontier, will so order it.

Your excellency will be assured that, under any other aspect and circumstances, I would be glad to occupy myself in obsequiousness to you, assured of the high consideration due to the virtues which adorn your person.

This communication will be handed to your excellency through Don José de la Maza Arredondo, and I beg your excellency will be pleased to deliver to him your answer, which you may think convenient to make, as early as possible, granting to him a pass for this city.

God preserve your excellency many years.

S. K.

His Excellency DAVID B. MITCHELL,
Governor of the State of Georgia.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOSEPH S. SANCHEZ,
Int. and Trans., Sup. Court, E. D. F.

No. 28.

ST. MARY'S, *June* 16, 1812.

SIR: I have the honor to acknowledge the receipt of your letter, dated at St. Augustine, the 11th of the present month, handed me by Mr. Joseph Arredondo.

On the 9th of last month, I made a communication to the gentleman then acting as governor of East Florida, in which I declared, in the name of the government of the United States, that the use made of their troops in the late transactions in East Florida was unauthorized by that government. Immediately after making this frank declaration, which I presumed to believe ought to have been received as evidence of the friendly disposition of the United States government to that of Spain, and before I had time to reply to the answer I received, an attack was made upon the troops of the United States by a party from St. Augustine.

This attack being made at a moment when I was proceeding to offer, and had in part offered, the most sincere and friendly explanations on the part of the United States for the part they had apparently taken in the late transactions in East Florida, precluded all further efforts on my part to continue the correspondence, believing, as I did, that it was an indignity wantonly offered to the honor and integrity of the government I represented.

Under the impressions which this transaction was calculated to produce, and which you, as a man of honor and a soldier can readily conceive, I am persuaded you do not expect me either to withdraw the troops, or to make any propositions for that purpose, until such explanation is given for the attack made upon them as will evince the sincerity of the desire you express of seeing the harmony of the two countries preserved, and be consistent with the honor of the United States to receive.

In the meantime, should your excellency proceed, as you intimate you will, to acts of hostility upon the United States troops, after the expiration of eleven days from the date of your letter, without having satisfied the just expectations of the President as to the cause of the attack made upon them, of which I have already spoken, be it so; I shall regret the circumstance, but you alone will be answerable for all the consequences which may result from such a proceeding. I can make any sacrifice of my individual feelings when placed in competition with the welfare of my country, but the honor of the nation can never, not for an instant, be called in question.

I can assure your excellency, with the greatest sincerity, that if you commence hostilities with the intention of driving the American troops from their present station, you will then find, by experience, that the forbearance of the United States hitherto has proceeded neither from the want of power nor provocation, but from considerations arising out of the present unusual and critical situation of the Spanish monarchy,

and a sincere desire to avoid hostilities with a nation with whom they have been so long in harmony.

I have the honor to be, with sentiments of high respect, your excellency's most obedient and very humble servant,

D. B. MITCHELL.

His Excellency SEB'N. KINDELAN,
Governor, Civil and Military, of the
Province of East Florida, St. Augustine.

I, Antonio Alvarez, keeper of public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, [L. S.] Territory of Florida, this thirteen day of September, anno Domini, one thousand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 29.

ST. AUGUSTINE, *Florida, June* 23, 1812.

Informed by your excellency's official communication, dated the 16th instant, that the peaceable views of the United States respecting this territory under my command are far from differing in any manner from the opinions I had formed, I am confirmed in the belief that the countenancing of the little difficulties that have occurred would, in a friendly manner, be put a stop to, I will give your excellency, on my part, an unequivocal proof of my willingness to contribute to the removal of doubts which would tend to create feelings that should not exist between friendly governments who are neighbors. Protesting to your excellency that you ought to put away all cause of complaint, growing out of the attack which, you say, was made by a detachment of troops from this city upon the federal troops. Laying aside that they have invaded the Spanish territory, and trampled upon our rights, and pulled down our houses, I forget all, and assure your excellency that the detachment from St. Augustine never imagined the commission of hostilities upon the American troops. A number of the rebels, who have disturbed the peace of this territory, were occupying and fortifying a house upon the banks of Moses creek, from whence they were overlooking the operations of this city, and obstructing the use of the creeks appertaining to it; and, what is more, the sight and proximity of them roused the known fidelity of the inhabitants of this city. Under such circumstances, the honor of the government, and the indisputable right that she has of vigorously punishing those who shamefully abandon their duties, was what determined my predecessor in this command to order that some of our most subtle forces should go to dislodge the rebels, as it was done I would do injury to the American name, if I could believe that their troops could have taken part in favor of the perverse; but if any, misled, or ignorant of their duty, intermixed with the rebels, they should no doubt have some

part of the punishment that was assigned for them; in which case all the blame of the fact falls upon those who meddle in matters that do not concern them; under which firm conception your excellency may, if you think proper, charge your troops with what may be the results to them.

Be pleased to observe with what candor and good faith I satisfy, in a friendly manner, on my part; it now remains for your excellency, being faithful to your promise, to order that your troops immediately evacuate the province under my command, as an indispensable measure which should precede all further communication, and without which your excellency, by making void the character of your promises, would be sowing distrust, which would undermine good faith, and may lead to melancholy consequences, in which Spanish sincerity can have no part, and will in all cases accredit that virtue is ever united to the bravery and firmness that characterizes her.

God preserve your excellency many years.

His Excellency DAVID B. MITCHELL,
Governor of the State of Georgia.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 30.

ST. MARY'S, *July* 6, 1812.

SIR: I hasten to reply to your letter of the 23d June, delivered to me last evening by Mr. Joseph Arredondo.

I confess I am much at a loss in what light to consider your observations respecting the attack made upon the United States troops. You set out by observing that you can see nothing in the attack made upon them that ought to cause the least complaint; and I with candor admit, that if the attack had been made before any explanation was offered on the part of the United States, the observation would have been more correct; but its being made at a moment when the United States were offering friendly and sincere explanations, nothing could be more offensive, because it equivocally called in question the sincerity, and, consequently, the honor and integrity of the government.

I entertain too high an opinion of your character, and too much respect for your judgment and patriotism, to believe for a moment that you would consider an indignity of the nature of the one complained of as a trifling dispute, and am, therefore, constrained to believe that you have not been correctly informed of the facts.

The truth is, the troops were stationed on the bank of the river, and occupied the house at Mossey to which you refer, and the patriots were several hundred yards in their rear, and not in gunshot of the river; neither was it possible for the troops to impede the free use of the creeks and other water-courses leading to or from St. Augustine, since

they had neither boats nor canoes; and, in fine, they were making no demonstration of hostility other than their presence afforded, and furnished no particular reason for an attack at that time, more than at any time previous; and if their situation enabled them to overlook the operations in St. Augustine, it equally enabled those in that place to see and know all the facts I have stated. The declaration, therefore, that the party from St. Augustine had not the most distant idea of committing hostilities against the American troops, is so opposite to the facts, that I must believe, as you were not in the province at the time, that you have been deceived, and that the communication which I made previous to that attack had not obtained confidence with those at that time in authority in St. Augustine.

When you state that, if faithful to my promise, I will withdraw the troops without delay from the province under your command, I am induced to believe that you have not favored me so far as to give my last letter an attentive perusal. In that I stated my full persuasion that you did not expect me either to withdraw the troops, or to make any proposition for that purpose, until such explanation was given for the attack made upon them as would evince the sincerity of the desire you had expressed, of seeing the harmony of the two countries preserved, &c. Now, sir, I have already shown that the explanation you have given is in direct opposition to facts, and does not embrace the point upon which the explanation was required or expected.

I assure your excellency that, when I embarked in this business, it was with the most sincere desire to adjust all the differences which had arisen in consequence of the previous transactions in the province; and had my first efforts been met by corresponding ones, and with equal sincerity on the part of those then in authority in St. Augustine, I have no doubt but every difficulty would have been long since adjusted. That was, however, not the case, and for the consequent delay I am no ways chargeable, any more than I can be for the final result.

There is, however, another subject, which the candor that characterizes the government of the United States requires me to present to your consideration; I mean the black troops which you have in your service. Your certain knowledge of the peculiar situation of the southern section of the Union in regard to that description of people, one might have supposed, would have induced you to abstain from introducing them into the province, or of organizing such as were already in it. The contrary I am well assured is, however, the fact; and I may venture to assure you that the United States will never tolerate their remaining in the province. It will readily occur to you, also, that the war now existing between this country and Great Britain imposes upon the United States the necessity of a more vigilant regard and attention to what passes in a neighboring province, and more especially the fact to which I have called your attention. Neither will it escape your observation, that for the use made of those troops you alone will be responsible.

I pray your excellency to accept the assurances of my personal respect and esteem.

D. B. MITCHELL.

His Excellency SEB'N KINDELAN,
Governor, &c., East Florida.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office at the city of St. Augustine, Territory of Florida, this thirteenth day of September, A. D. one thousand eight hundred and thirty-four.

[L. S.]

ANTONIO ALVAREZ, *K. P. A.*

No, 31.

ST. MARY'S, *July* 10, 1812.

Mr. Anthony Martines has my permission to carry his daughter to St. Augustine in the vessel which carries the family of Mr. Justo Lopez. He will, however, satisfy the commandant of the American troops at Amelia of his intention to return, and that he will carry nothing with him but necessary provision.

D. B. MITCHELL.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this 30th day of September, A. D. 1834.

[L. S.]

ANTONIO ALVAREZ, *K. P. A.*

No. 32.

CAMP NEW HOPE, *December* 23, 1812.

A picket guard from St. Augustine, composed of a corporal and three men, viz: Pedro Gigow, (corporal,) Nicholas Pogis, José Rosario, and Juan Roquills, were taken by the patriots of East Florida about the 29th of November last, near St. Augustine, and brought to the American camp, where they have been till now detained.

As the United States are not at war with the Spanish people, it is ordered that these men be furnished with one ration each and discharged.

Whilst the present state of things endure, no hostile act will be performed against the Spanish government, provided they observe the same line of conduct towards the Americans and patriots of East Florida. Any armed party that may be sent out from St. Augustine will, therefore, be repelled by force.

A copy of the foregoing will be handed to John H. McIntosh, director of the territory of East Florida, that he may issue orders to the patriots in conformity therewith.

Colonel Smith is charged with the execution of the above.

THOMAS FLOURNEY,
Brigadier General, United States Army.

DECEMBER 23, 1812.

Actuated, as the patriots have ever been, by a perfect moderation, and governed only by a determination to become free and independent of the government of St. Augustine, without having any enmity to the inhabitants and soldiers of that place, I do declare my perfect acquiescence to the order of Brigadier General Flourney, hereunto annexed; and I most willingly agree that Corporal Pedro Gigow, and Nicholas Pogis, José Rosario, and Juan Roquills, who were captured by the patriot forces, shall return to St. Augustine; and all persons in the patriot cause are ordered not to intercept the said soldiers on their way to St. Augustine. Their arms and horses are detained in lieu of arms and horses of the patriots which have been carried into St. Augustine. As this passport may reach the eye of Governor Kindelan, I beg leave to remark, that it might have been expected that the uniform examples exhibited by the patriots of clemency and generosity would not have been followed by an order to cut in pieces any patriots who might have been met with by parties from St. Augustine.

JOHN H. McINTOSH,
Director of the Territory of East Florida.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this 30th day of September, A. D. 1834.

[L. S.] ANTONIO ALVAREZ, *K. P. A.*

No. 33.

HEADQUARTERS, CHARLESTON, *March* 26, 1813.

SIR: The President of the United States having appointed me to command the troops in the Southern States, and committed to me the management of their concerns with the province of East Florida, I have the honor of making known to your excellency the trust which has been reposed in me, and to assure you of the pleasure it will afford me to concur with you in placing on the most amicable footing these important interests; and, in furtherance of this intention, I have to inform you that Mr. Onis has communicated to the Secretary of State an act of amnesty for the insurgents of Florida who have been induced to revolt by an agent of the United States, whose proceedings in that respect were unauthorized; and I have to request your excellency to inform me whether you are prepared to proceed in conformity to the above-mentioned act.

My aid-de-camp, Mr. Morris, will have the honor of delivering this letter to you, and, if you please, of conveying your answer to me. He has it in charge to assure you of the high consideration with which I have the honor to be, your excellency's most obedient servant,

THOMAS PINCKNEY,
Major General, United States Army.

His Excellency Governor KINDELAN.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this 1st day of October, A. D. 1834.

[L. S.] ANTONIO ALVAREZ, *K. P. A.*

No. 34.

ST. AUGUSTINE, FLORIDA, *March* 31, 1813.

In answer to your letter of the 20th instant, which I have just received through your aid-de-camp, Mr. Morris, I say that by the annexed certified copy of the edict, published in this city under my command on the 15th of the same month, you will perceive that the general pardon of which you make mention has been duly complied with; consequently it would give me much pleasure to concur with you in the important measures suggested to me by you, so far as they come within the circle of my authority; but beyond the execution of that favor, which has been, and will be, carried into effect in all its parts, I must observe to you, that to enter upon the other incidents that may thereto relate, it is not proper I should do so while the United States troops are in the Spanish territory which has been confided to me.

With this motive I have the honor, sir, of offering myself, with the highest considerations, at your service.

God preserve your life many years.

S. K.

THOMAS PINCKNEY,
General of the United States Troops.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 35.

SAVANNAH, *April* 7, 1813.

SIR: I received this day your excellency's letter of the 31st March, and in answer thereto I have the honor to inform you that the troops of the United States will be speedily withdrawn from the province of East Florida, for which the preparatory order has been already issued, and that I shall set out this day to proceed on my route to Saint Mary's, where I can have the satisfaction of a more expeditious communication with your excellency.

I beg leave to offer to your excellency the assurance of the great respect with which I have the honor to be, your most obedient servant,

THOMAS PINCKNEY.

His Excellency Gov. KINDELAN.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the [original] on file in my office.

Witness my hand and seal of office at the city of St. Augustine, [L. S.] Territory of Florida, this first day of October, A. D. one thousand eight [hundred] and thirty-four.

ANTONIO ALVAREZ,
K. P. A.

No. 36.

ST. AUGUSTINE, FLORIDA, *April* 16, 1813.

I have this moment received your letter of the 7th instant, in consequence of which I pray you to do me the honor to communicate to me previously the day you may determine upon to withdraw from the river St. John's and Amelia Island the troops under your command, that I may order that those of mine may occupy on the same day those points, with the view of preventing any excess that might be attempted by any one or more of the rioters upon the properties and persons of the inhabitants of this province, which, I think, may be prevented; if you think proper, those that are upon the said river should evacuate first, that from thence I may provide for sending the garrison destined to Amelia Island, and that neither one nor the other point should be for one moment without a garrison, to cause the good order to which you and myself aspire to be kept.

As I have no doubt of the interest you take of the most speedy tranquillity on the borders, I dare supplicate you will interpose your authority to prevent that persons of no character, or vagabonds from the State of Georgia, should assemble those discontented persons who there yet may be, owing to this new order of things, remaining in this territory still; because the excesses to which such a class of people might ordinarily proceed might compromit that peace which ought to make both countries [happy,] and, consequently, disturb the good harmony existing so happily between the two powers.

With the highest respect I offer you again my most humble regards, praying God to preserve your life many years.

General THOS. PINCKNEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court, E. D. F.

No. 37.

ST. MARY'S, *April* 16, 1313.

SIR: I had the honor of addressing your excellency from Savannah on the 7th of this month, to inform you that, in consequence of your

communication of the 31st of March, the troops of the United States would be speedily removed from East Florida, and having arrived at this place with the intention of carrying this measure into effect, I again despatch my aid-de-camp, Mr. Morris, to be the bearer of my respects to your excellency, and to inform you of the arrangements made for the above purpose.

You may with confidence rely on what he shall say to you concerning it in my behalf.

I have the honor to be, with great respect, your excellency's obedient servant,

THOMAS PINCKNEY.

His Excellency the GOVERNOR OF EAST FLORIDA.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office at the city of St. Augustine, Territory of Florida, this first day of October, A. D., one thou-
[L. S.] sand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 38.

ST. MARY'S, *April* 18, 1813.

SIR: At the moment in which my aid-de-camp, Mr. Morris, is about to embark, for the purpose of making known to your excellency the mode and time in which I propose to withdraw the troops of the United States from the posts they have occupied in East Florida, I am honored with your dispatch of the 16th of this month; and I am flattered by observing that the measures I had directed him to propose coincide so nearly with the desire expressed by your excellency.

I am here vested with the military, but have no control over the civil, authority; but you may be assured that my best endeavors shall not be spared to maintain the harmony which it is so much the interest of our respective nations to cultivate.

I have the honor to be, with high considerations and respect, your excellency's most obedient servant.

THOMAS PINCKNEY.

His Excellency the GOVERNOR OF EAST FLORIDA.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this first day of October, one thousand
[L. S.] eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 39.

ST. MARY'S, *April* 18, 1813.

SIR: The conviction with which I am impressed, that the measure I am about to suggest to your excellency will be attended with beneficial consequences to the province in which you command, will, I trust, apologize for my proposing it for your consideration.

In publishing the amnesty granted by the regency of his Catholic Majesty to the insurgents of Florida, your excellency has limited the period for their acceptance to four months. A number of the most influential among them have planted their crops, and will be greatly distressed if obliged to remove their negroes and relinquish those crops on the approaching evacuation of the posts now held by the troops of the United States; at the same time they are unwilling to return, permanently, to the situation of Spanish subjects, and have issued here an extraordinary publication, in consequence of which I should not address your excellency on this subject, were I not assured that your magnanimity and knowledge of mankind would induce you to attribute these effusions to their proper cause, and not permit them to prevent you from doing what you may think advantageous to your province. If these persons, then, could be permitted to reap the crops they have planted, they would be bound by the strong tie of their interest to demean themselves, to the period of that indulgence, with propriety. The destruction of their crops would not benefit, but, on the contrary, must, by the diminution of the export, be prejudicial to the interest of Florida; and, by driving the proprietors to despair, may cause the renewal of scenes which, though unsupported by any countenance from the government of the United States, might prevent the restoration of that tranquillity in the province you command, which is at all times desirable, and would be more particularly so at this period. This, in my opinion, would be prevented by your excellency's extending the time limited for acceptance of the amnesty from four to seven or eight months; during this time, their quiet demeanor being insured by the tenure of their property, the minds of all parties would be tranquillized, and they would be prepared either to retire quietly with their property, at the end of that period, or to continue peaceable subjects of his most Catholic Majesty.

Whatever shall be your determination on this subject, I beg you to be assured, sir, that this suggestion is dictated by no other motive than the strong desire I feel that such measures should be adopted as will completely bury in oblivion the past unfortunate transactions, and such as would, at the same time, be honorable and satisfactory to your excellency.

Being, with great consideration and respect, your excellency's most obedient servant,

THOMAS PINCKNEY.

His Excellency the GOVERNOR OF EAST FLORIDA.

I, Antonio Alvarez, keeper of the public archives of East Florida,

do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, [L. S.] Territory of Florida, this first day of October, A. D. one thousand eight hundred and thirty-four.

ANTONIO ALVAREZ, *K. P. A.*

No. 40.

ST. AUGUSTINE, FLORIDA, *April* 26, 1813.

I have received by your aid-de-camp, Mr. Morris, your two letters, of the 16th and 18th of the present month, in which you have been pleased to do me the honor of communicating to me your orders relative to the evacuation of the troops of your command; and in consequence whereof Mr. Morris, authorized by you, and myself have agreed, that those stationed on the river St. John's should retire in all the 29th day of the same month, and those upon Amelia Island the 6th of next coming May.

I am also flattered that my anticipated arrangement should coincide with those of your own; a casualty which I believe attributable to the uniformity of principles animating us both, and for which I offer you my most sincere thanks.

I have the honor of offering, with the highest consideration, my respect for you, praying God will preserve your life many years.

S. K.

To General THOMAS PINCKNEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

No. 41.

ST. AUGUSTINE, FLORIDA, *April* 26, 1813.

In answer to another of yours of the 18th instant, which has also been delivered into my hands by your aid-de-camp, Morris, I have the honor of saying, that the pardon promulgated in this city on the 15th of last month, is general and unlimited; wherefore all those who may wish to avail themselves of it will be cherished and protected, forgetting all that has passed. You may consider that he who objects to avail himself of this favor, cannot be permitted to reside in the country; or, at least, I do not believe myself sufficiently authorized to permit it.

Under such circumstances, desiring to manifest to you the consideration to which your interposition in this affair is entitled to from me, I will presume to take upon myself the only means which I suppose might effect the end in which you have interested yourself; that is, that

I will consent that those proprietors should name, for the time pending the present crop, persons of the confidence of this government—that is to say, Spaniards or naturalized subjects—that they may take care of, and administer for the season, their estates, extending myself so far as to permit that their agents should remit to them the produce, and other property, (movables,) paying the respective duty of exportation, and with the sole condition, that they are not again to place their foot in this territory.

I wish that the extension of my authority could present me many opportunities of manifesting to you the consideration and esteem with which I desire personally to serve you.

God preserve you many years.

To General THOMAS PINCKNEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
In. and Tran. Sup. Court, E. D. F.

No. 42.

ST. AUGUSTINE, FLORIDA, *April* 28, 1813.

I inclose to you the within letter, which was delivered to me on the evening of the 25th by your aid-de-camp, to be forwarded to the commander of the United States troops stationed upon the river St. John's, and which was returned to me by the dragoon whom I sent it by, as when he arrived there at seven in the morning of the 27th, they had already embarked, leaving the place of their encampment in flames, a circumstance which you and myself were desirous of preventing, with the view that it would facilitate for the present convenient lodgings for the garrison under my command, who were to occupy it on the 30th.

This, sir, is of little consequence, and I thereby should not have troubled you by mentioning it, were it not for the circumstances of their having consigned also to the flames the machinery and houses of the inhabitants Hollingsworth and Creagh, which act compels me to call your attention to favor the persons injured.

All countries abound with inconsiderate persons, the unwarrantable proceedings of which class of people very often disconcert the best concerted plans and measures. But I am persuaded that this disagreeable accident will in no manner change the just course which you and myself have pursued.

I remain, as always, with the highest considerations, at your service.

God preserve your life many years.

General THOMAS PINCKNEY.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court, E. D. F.

UNITED STATES OF AMERICA,
District Court of the United States
for the Northern District of Florida.

I, George R. Fairbanks, clerk of the district court of the United States for the northern district of Florida, do hereby certify, that the foregoing 131 pages, together with sundry official letters or documents, numbered from No. 1 to No. 42, inclusive, hereto appended, with the certificate of said judge thereto, contain a full and complete, true and perfect transcript of the record and proceedings had in, together with the evidence adduced on the trial of, the case of Francis P. Ferreira, administrator of Francis Pass, deceased, against the United States.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of the said court, this 4th day of December, 1851, and of the independence of the United States the seventy-sixth.

GEORGE R. FAIRBANKS,
Clerk of the District Court of the United States for the Northern District of Florida.

I, Isaac H. Bronson, judge of the district court of the United States for the northern district of Florida, do hereby certify, that George R. Fairbanks, whose name is signed to the above certificate as clerk of the district court of the United States for the northern district of Florida, was at the time of signing said certificate, and is now, the clerk of the said court; that the said certificate is in due form of law and is entitled to full faith and credit.

I. H. BRONSON,
United States District Judge.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 56.

PETITION

OF

CITIZENS OF TEXAS,

PRAYING

The erection of a light-house on or near the north breakers at the entrance of the harbor of Galveston, and the restoration of the light-vessel lately removed from the entrance of that harbor.

APRIL 30, 1860.—Referred to the Committee on Commerce. Motion to print referred to the Committee on Printing.

MAY 2, 1860.—Report in favor of printing the usual number, without the map, submitted, considered, and agreed to.

To the Senate and House of Representatives of the United States in Congress assembled:

The undersigned, citizens of the State of Texas, do most respectfully represent:

That, on the 6th of May, 1847, they petitioned the Light-house Board, through their then Senator, the late General Rusk, for the erection of a screw-pile light-house on or near the north breakers, at the entrance of the harbor or port of Galveston, setting forth in the same the necessity for the light, a copy of said petition being hereunto attached and made a part of this petition, wherein it will be seen that this was no idle demand, but that the importance of the trade then showed fully that this port was duly entitled to such aids to commerce that the general government, in its wisdom, so liberally extended to all portions of our coast, for the common good of all.

The only knowledge the citizens of this State have had of the reception of said petition by the Light-house Board, has been the erection of two or three small beacon range lights, in lieu of the light-ship, and the light-ship removed, by which act every vessel that passes our bar, in or out, in hazy or foggy weather, is in danger of getting either on the north breakers or on the south middle ground.

That these beacon range lights "will serve as a better and more reliable guide to the harbor from the sea than the light-ship at present kept just inside the bar, (see report of Light-house Board in Finance Report of 1856–57, page 252,) we most respectfully deny, for the following good and substantial reasons:

1. They are placed in isolated positions, and in heavy northeast weather, when most needed, they cannot be lit up, and if lit up could not be seen.

2. The ranges are too close together, and too far inside the bar to be kept on and run for.

3. In the absence of the light-vessel just at that portion of our harbor where, either in foggy or hazy weather, it was necessary to "run close aboard" in order to know the true positions of the ship and the tend of the tide, no ship-master at all acquainted with our bar would trust his vessel to be run in by guess work. The United States mail steamers, that so frequently cross our bar night and day, are in constant danger of running ashore. The steamship Suwannee has already been ashore, because the range beacon-lights are not to be relied on.

No commission, either of scientific or practical men, left free to act and report on the subject, could ever have recommended the substitution of range beacon-lights for the light-vessel, after having visited the bar; and we cannot conceive how it ever was recommended by the superintendent of lights in this district, nor do we believe he ever did recommend it.

When we petitioned the Light-house Board for a screw-pile light-house and a lenticular apparatus for the south middle ground or the north breaker, the Light-house Board took away our light-vessel. This is a retrograde movement, not justified by the accompanying commercial statement of the port of Galveston, for the commercial year of 1858–59, (marked A,) nor justified by the returns of the custom-house at this port.

Your petitioners most urgently pray for the immediate restoration of the light ship, and an appropriation of ——— dollars for the immediate erection of a screw-pile light-house.

Ayers Perry,
Jones, Root & Co.,
L. H. Wood & Co.,
D. Bradbury,
William E. Torbert,
A. C. Crawford,
J. L. Darrugh,
Thomas Peacock,
S. A. Carpenter,
Wm. H. Copeland,
Isaac Naylor,
A. Cameron & Co.,
J. N. Reed,
E. R. Bracken,
R. H. Wynne,
J. Shackelford,
R. A. Brown,
T. W. Scott,
Dan. Phillips,
James Ferguson,
L. Oscar Briggs,
Wm. Hendly & Co.,
S. M. Hitchcock,
G. W. McMahan & Co.,
Block, Ware & Co.,
Dean, Randle & Co.,
R. & D. G. Mills,
J. H. McMohan & Gilbert,
Mather, Hughes & Saunders,
Ball, Hutchings & Co.,
Isadore Dyer,
Miller, Montgomery & Co.,
Southwick & Sons,
Adams, Jordan & Co.,
C. Stringfellow & Co.,
E. S. Wood,
Kauffman & Klaener,
Powell & Brother,
J. C. Kuhn,
Wood & Power,
E. B. Nichols & Co.,
Sorley, Smith & Co.,

Thomas John Higgs,
Wilson Jenkins & Co.,
James Byrne,
James W. Bradford,
Geo. H. Wilder,
Rutson Maury, jr.,
Pier & Banlard,
William C. Carnes,
Thomas McCarty,
Briggs & Yard,
Buckley & Byrne,
A. Blum & Brothers,
Richardson & Co.,
Donovan & Rodgers,
James Harrington,
Dennis Neil,
Joseph Ayers,
Lorenzo Fletcher,
H. Wm. Brown,
Charles B. Frost,
Charles D. Maynard,
E. McLean,
James A. Railey,
Charles Railey,
Thomas M. Joseph,
T. O. Wilson,
H. B. Andrews,
John W. Harris,
F. Gonzales,
Peter Harris,
F. G. Moeling,
F. Hitchcock & Co.,
A. W. Reynolds, brig Director.
John P. Hutchinson, schooner Mary Helen,
C. B. Halleck,
J. M. Brown,
John G. Tod,
E. P. Hunt, agent New York, Boston, Philadelphia, and New Orleans Board of Underwriters,
John Leiney, master bark Kate Stamler,
James Forster,
D. C. Healey,
Charles H. Kingsley,
A. Burns,
J. W. Spater, captain brig East,
George Nicholas, bark J. Nicholas,
J. P. Peters, John Stevens,
Richard H. Ellis, ship B. R. Milam,
William B. Crowell,
Jeremiah F. Fuller, brig Vesta,
D. J. Sturges, bark Petria,
William Thomson,
Joseph Osterman,
Joseph W. Taylor,
William Murphy,
R. H. Howard,
G. C. Rains,
H. C. Bacon,
J. K. Beaumont,
John S. Jones,
H. de St. Cyr,
C. L. McCarty,
J. W. Moore,
Alexander Pitt,
Charles Rossignol,
J. E. Haviland,
Benjamin F. Penniman,
William H. Collins,
A. Wakelee.

Notice to Mariners.

The schooner Excelsior will, after this date, be moored at the entrance of Galveston harbor, in the same location recently occupied by the United States light-vessel, and exhibit a clear white light at her mast-head, visible at a distance of five miles, in clear weather.

E. P. HUNT,
Agent of the Underwriters.

Cotton Statement.

GALVESTON, SATURDAY MORNING,
April 21, 1860.

	This year. Bales.	*Last year.* Bales.
Stock on hand 1st September, 1859	2,655	1,899
Received at this port to date	157,896	114,268
Received at other ports	45,160	24,129
Total	205,711	140,296
On hand and on shipboard not cleared	19,353	13,041
Exported to Great Britain to date	67,679	27,223
Exported to France	4,169	5,314
Exported to other continental ports	19,553	18,915
Exported to New Orleans	39,902	22,264
Exported to Mobile	———	144
Exported to Baltimore	———	310
Exported to Providence	———	722
Exported to New York	32,891	29,949
Exported to Boston	22,164	22,414
Total	186,358	127,255

SORLEY, SMITH & CO.

Cotton Brokers' Report.

[From A. R. Wier.]

SATURDAY, A. M., *April* 21, 1860.

Sales this week	2,701 bales.
Exports this week	3,921 bales.
Receipts this week	3,213 bales.
Stock on hand and on shipboard not cleared	19,353 bales.

QUOTATIONS.

Classifications assimilating to those of Liverpool.

Inferior	Nominal.
Ordinary	6½ *a* 7
Good ordinary	8 *a* 8¼
Low middling	9 *a* 9½
Middling	10¼ *a* 10⅝
Good middling	11 *a* 11¼
Middling fair	Nominal.
Fair	Nominal.

The demand the past week has been limited to only a few buyers. Our market still quite bare of desirable lists. Stock offering light. Quotations as above.

[From F. W. Malone & Bro.]

Saturday, sales	100 bales.
Monday, sales	980 bales.
Tuesday, sales	74 bales.
Wednesday, sales	312 bales.
Thursday, sales	175 bales.
Friday, sales	1,060 bales.
	2,701

QUOTATIONS.

Classifications assimilating to those of Liverpool.

Inferior	— —
Ordinary	6¾ *a* 7¼
Good ordinary	8 *a* 8⅛
Low middling	8¾ *a* 9¼
Middling	10⅜ *a* 10⅝
Good middling	11 *a* 11⅛
Middling fair	— —
Fair	— —

We do not quote any particular change in prices, but think the market rather in favor of buyers, owing to the description of cotton offering; for even running lists of middling and above, outside figures may be had.

For the week ending Tuesday, April 17.

GALVESTON, *Wednesday, April* 18, 1860.

Receipts this week	3,188 bales.
Sales (up to Saturday)	2,042 bales.
Exports (up to Saturday)	6,338 bales.
Stock on hand and shipboard not cleared	20,061 bales.

QUOTATIONS.

Classifications assimilating to those of Liverpool.

Inferior	4 *a* 6
Ordinary	6¾ *a* 7¼
Good ordinary	8 *a* 8⅛
Low middling	9¼ *a* 9⅜
Middling	10¼ *a* 10⅜
Good middling	11 *a* 11½
Middling fair	— —
Fair	— —

Unfavorable advices from abroad have caused buyers to stand aloof, and in the absence of a fair demand, our quotations are nominal.

MULLER & ENGLISH,
Cotton Brokers.

GALVESTON LIGHT-VESSEL.

The removal of the light-vessel from the entrance of Galveston harbor, has given rise to much inconvenience and many complaints. The range-lights erected on Bolivar Point, and Pelican Spit, to supply the place of the light-vessel, have been found entirely unsuited to the purpose, and vessels bound to this port have gone past without seeing these lights, but others have been in imminent danger of being wrecked in approaching the harbor in the night. A petition and remonstrance has been forwarded to Congress by those interested in shipping here, asking that the light-vessel be immediately replaced, and an appropriation made for an iron-screw light-house on the bar. They have, also, as will be seen by the following letter to E. P. Hunt, Esq., agent for the underwriters, caused another vessel to be placed there, for the purpose of exhibiting a light, at private expense. The importance of this light may be inferred from the simple fact that fifty thousand persons and forty millions of dollars in property pass over the bar in a year, and these amounts are constantly increasing. As will be seen by the notice published yesterday, Mr. Hunt has responded to the request embracing the following letter, by placing a vessel on the bar, to exhibit a light:

GALVESTON, *April* 16, 1860.

DEAR SIR: Since the removal of the light-ship from her station as a range-light near the outer bar, the steamship Suwannee, from New Orleans, with a valuable cargo, has been ashore on the north breakers, and as accidents of this character are liable to occur at night, and in hazy and foggy weather, from the absence of a light at or near where she lay, we, the merchants of Galveston, ask of you, as underwriters, agent, to procure a suitable vessel to take the place of the light-ship during her absence.

You are fully aware of the importance of a light at that place, and none more interested than those you represent. It has been several years since the light-ship has been placed in a position as a range, light, and the shipmasters visiting this port, and more especially those that command the Southern Steamship Company's mail steamers, and those in the coasting trade, who are in the habit of passing in and out at all times of the night, can testify to the importance of this light, and it seems to us that when the general government or the Light-house Board are made acquainted with these facts, that they will order the light-ship back to her station, to remain there until the screw-pile

light-house, now in contemplation of being built, is completed. Confident you will act promptly in the matter, we are, respectfully, yours,

WM. HENDLEY & CO.,
L. M. HITCHCOCK,
G. W. McMAHAN & CO.,
BLOCK, WARE & CO.,
DEAN, RANDLE & CO.,
R. & D. G. MILLS,
T. H. McMAHAN & GILBERT,
MATHER, HUGHES & SAUNDERS,
BALL, HUTCHINGS & CO.,
ISADORE DYER,
SOUTHWICK & SONS,
ADAMS, JORDAN & CO.,
C. STRINGFELLOW & Co.,
E. S. WOOD,
POWELL & RUTHVEN,
AYERS & PERRY,
JONES, ROOT & CO.,
KAUFFMAN & KLAENER,
J. C. KUHN,
WOOD & POWER,
E. B. NICHOLS & CO.,
SORLEY, SMITH & CO.,
L. H. WOOD & CO.,
J. M. BROWN.

E. P. HUNT, Esq.,
Underwriters' Agent, Galveston.

Port of Galveston.

ARRIVED.

April 14. Steamship Mexico, Talbot.....New Orleans.
April 15. Steamship Matagorda, Gardner.....Franklin.
April 16. Schooner John Randolph, Limpkin...Sabine.
April 16. Schooner Uncle Bill, Smith.....Sabine.
April 17. Brig John Stevens, Peters.....New York.
April 17. Brig Director, Reynolds.....Baltimore.
April 17. Ship National Guard, Gates.....Liverpool.
April 17. Schooner Sidney Price, Godfrey.....New York.
April 18. Schooner Commerce, Cox.....St. Marks.
April 18. Steamship Charles Morgan, Lawless...New Orleans.
April 16. Steamship Orizaba, Place.....Franklin.
April 20. Bark Milton, Bradford.....Liverpool.

Commercial statistics of the port of Galveston for the commercial year 1858–59, *commencing on the* 1*st of September*, 1858, *and ending on the* 31*st of August*, 1859.

(Compiled for the "Galveston Union," from the records of the United States custom-house at Galveston and from other official sources.)

Shippers.	Exports for 1856–57.					Exports for 1857–58.				
	Cotton bales.			Beef hides.	Total value.	Cotton bales.			Beef hides.	Total value.
	Europe.	U. States ports.	Total.			Europe.	U. States ports.	Total.		
J. C. Kuhn.....in Galveston.	5,617	3,783	9,400	.....	$534,546 52	17,601	4,242	21,843	5,104	$1,217,127 00
Kauffman & Klaener.....do.....	7,152	1,711	8,863	500	513,325 73	13,225	3,529	16,754	10,473	957,339 00
Powell & Ruthven.....do.....	.....	3,395	3,395	.....	211,154 00	130	7,958	8,088	1,353	459,850 00
E. B. Nichols & Co.....do.....	.....	4,126	4,126	347	253,826 00	1,163	6,581	7,744	3,188	446,227 00
R. & D. G. Mills.....do.....	6,640	5,228	11,868	895	720,439 35	4,402	3,335	7,737	1,881	444,897 00
T. H. McMahan & Gilbert.....do.....	4	5,067	5,071	372	301,455 00	582	6,710	7,292	990	407,150 00
Ladd & Armory.....do.....	.....	3,187	3,187	.....	185,643 00	975	6,216	7,191	.....	395,505 00
Sorley, Smith & Co.....do.....	.....	1,229	1,229	3,325	95,141 00	771	3,346	4,117	550	235,405 00
Wood & Power.....do.....	104	398	502	.....	29,993 00	2,037	1,921	3,958	62	218,851 00
W. Hendley & Co.....do.....	.....	1,968	1,968	7,230	157,341 00	.....	3,388	3,388	79	190,889 00
John Shackelford.....do.....	.....	1,412	1,412	198	83,455 00	225	2,944	3,169	1,494	186,053 00
W. A. Kain.....do.....	.....	.....	.....	.....	.....	852	1,658	2,510	.....	139,050 00
C. W. Adams.....do.....	.....	.....	.....	.....	.....	338	845	1,183	.....	65,079 00
Dean, Randle & Co.....do.....	.....	482	482	.....	31,410 00	.....	1,071	1,071	.....	61,681 00
L. Frosh.....do.....	.....	6,337	6,337	14,337	440,116 00	.....	529	529	3,461	41,458 00
Th. Wagner.....do.....	.....	15	15	13,016	67,307 00	180	345	525	16,633	83,747 00
Ball, Hutchings & Co.....do.....	.....	86	86	119	6,780 00	204	317	521	146	51,181 00
Lewis & Lufkin.....do.....	.....	163	163	.....	9,495 00	.....	319	319	.....	17,545 00
A. Heydecker.....do.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sam Maas.....do.....	.....	358	358	889	25,644 00	.....	136	136	1,389	12,130 00
L. S. Bearce.....do.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Schramm & Muller.....do.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mather, Hughes & Saunders.....do.....	.....	.....	.....	.....	.....	.....	56	56	.....	4,980 00
H. de St. Cyr.....do.....	51	101	152	114	12,393 06	50	.....	50	.....	2,750 00
A. V. Arnim.....do.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sundry shippers.....do.....	1,339	262	1,601	558	101,558 82	265	5,573	5,388	3,795	343,188 00
Merchants of Houston.....	.....	6,769	6,769	102	407,788 00	6,710	6,656	13,366	998	740,099 50
Total export from Galveston.....	20,907	46,075	66,984	41,439	4,188,749 48	49,576	67,815	117,391	51,459	6,714,094 00
Total export from Matagorda Bay.....	.....	.....	.....	.....	.....	.....	14,974	14,974	19,986	1,039,857 00
Total export from Sabine.....	.....	.....	.....	.....	.....	.....	12,065	12,065	1,012	722,966 00
Total Texas exports.....	.....	.....	.....	.....	.....	49,576	94,854	144,430	72,437	8,476,917 50

COMMERCIAL STATISTICS—Continued.

Shippers.	Exports for 1858-59.																		
	Cotton bales.					Beef hides.					Wool, bales.	Peltries, bales.	Tallow, barrels.	Pecans, bags.	Beeves.	Sugar, hogsheads.	Molasses, barrels.	Leaf tobacco, cases.	Cotton seed.	Total value.
	Europe.	New York.	Boston.	New Orleans.	Total.	Europe.	New York.	Boston.	New Orleans.	Total.										
J. C. Kuhn.....in Galveston.	23,793	4,600	1,652	.....	30,045	....	.....	.....	.....	.....	48	19	....	502	.....	332	801	....	.....	$1,683,805
Kauffman & Klaener.....do.....	20,353	4,279	414	.....	25,026	27	117	216	.....	360	176	4	....	77	.....	35	188	49	.....	1,390,245
Powell & Ruthven.....do.....	786	2,170	3,994	145	7,095	....	.....	.....	.....	.....	36	....	....	80	.....	78	225	....	.....	398,065
E. B. Nichols & Co.....do.....	.....	1,627	2,974	408	5,009	....	643	21	.....	664	121	....	....	426	.....	783	352	5	.....	330,100
R. & D. G. Mills.....do.....	7,324	1,260	1,967	62	10,613	....	.....	.....	.....	.....	.....	....	....	116	.....	1,077	1,722	....	313	662,376
T. H. McMahan & Gilbert...do.....	1,969	6,219	161	.....	8,349	....	265	.....	.....	265	264	....	12	44	.....	10	88	8	14,778	498,955
Ladd & Armory.....do.....	1,282	1,481	6,030	.....	8,793	....	.....	.....	.....	.....	.....	....	....	.....	.....	.....	.....	....	.....	483,615
Sorley, Smith & Co.....do.....	1,608	1,250	195	653	3,706	....	102	.....	.....	102	130	....	....	113	1,832	432	800	....	.....	257,267
Wood & Power.....do.....	6,204	201	892	20	7,317	....	.....	.....	.....	.....	.....	....	....	.....	.....	.....	.....	8	.....	403,035
W. Hendley & Co.....do.....	4	3,594	58	130	3,786	....	221	.....	.....	221	51	....	....	17	.....	192	76	....	.....	221,739
John Shackelford.....do.....	361	2,552	.....	.....	2,913	....	181	.....	.....	181	25	9	....	30	.....	44	384	....	.....	169,129
W. A. Kain .....do.....	517	403	112	.....	1,032	....	.....	.....	.....	.....	.....	....	....	2	.....	.....	.....	....	.....	56,770
C. W. Adams.....do.....	.....	9	1,123	.....	1,132	....	.....	.....	.....	.....	.....	....	....	16	.....	.....	50	....	.....	62,850
Dean, Randle & Co.....do.....	523	1,069	8	.....	1,600	....	.....	.....	.....	.....	6	....	....	.....	.....	153	118	....	.....	97,745
L. Frosh.....do.....	47	158	1,339	.....	1,544	....	.....	.....	.....	.....	50	....	....	30	.....	.....	.....	....	.....	86,390
Th. Wagner.....do.....	296	.....	386	.....	682	....	20,433	1,110	.....	21,543	3	58	79	78	.....	.....	.....	....	.....	125,481
Ball, Hutchings & Co.....do.....	.....	315	258	175	748	....	59	.....	.....	59	.....	2	....	6	.....	699	178	51	.....	85,541
Lewis & Lufkin.....do.....	.....	266	125	.....	391	....	.....	.....	.....	.....	.....	....	....	.....	.....	.....	.....	....	.....	21,505
A. Heydecker.....do.....	1,801	368	.....	.....	2,169	100	.....	.....	.....	.....	.....	....	....	.....	.....	.....	.....	....	.....	119,670
Sam Maas.....do.....	.....	78	.....	.....	78	....	656	508	.....	1,164	13	2	25	25	.....	.....	.....	....	.....	9,790
L. S. Bearce.....do.....	.....	121	550	.....	671	....	12,508	7,902	.....	20,410	.....	72	40	12	.....	.....	103	....	.....	119,332
Schramm & Muller.....do.....	1,506	377	77	.....	1,960	....	134	.....	.....	134	.....	....	....	.....	.....	83	475	....	.....	117,617
Mather, Hughes & Saunders..do.....	.....	534	37	3	574	...	284	118	.....	402	144	6	....	10	.....	10	.....	....	.....	37,577
H. de St. Cyr.....do.....	2,058	1,050	1,585	.....	4,739	....	4,239	132	.....	4,371	88	11	....	2	.....	.....	40	....	.....	277,666
A. V. Arnim.....do.....	1,588	734	.....	.....	2,322	....	.....	.....	.....	.....	.....	....	....	.....	.....	.....	.....	....	.....	127,710
Sundry Shippers.....do.....	1,182	2,506	63	760	4,511	....	2,177	332	.....	2,509	126	11	....	145	2,662	95	483	....	.....	311,994
Merchants of Houston.....	3,982	3,833	3,788	.....	11,603	...	.....	.....	.....	.....	19	....	....	61	.....	.....	.....	....	.....	639,945
Total export from Galveston.....	77,184	39,034	27,788	2,356	148,362	127	42,019	10,339	.....	52,385	1,300	194	156	1,792	4,494	4,023	6,083	121	15,091	8,795,674
Total export from Matagorda Bay.	240	5,461	.....	19,588	25,289	....	13,621	.....	3,367	16,988	182	....	....	2,308	15,302	.....	.....	....	.....	1,700,290
Total export from Sabine.....	.....	.....	.....	14,875	14,875	....	.....	.....	2,556	2,556	22	32	....	.....	5,406	.....	.....	....	.....	9,910,950
Total Texas exports.....	77,424	44,495	27,788	36,819	188,596	127	55,640	10,399	5,923	71,920	1,504	226	156	4,100	25,202	4,023	6,083	121	15,091	11,406,844

Notes to the foregoing statement.

About 2,000 bales of cotton have gone by land, principally from San Antonio and New Braunfels, to Mexican markets, which are not included in the above tables.

The valuation in the above statement is made for cotton at $55 per bale, same last year; for hides at $3 75, against $3 last year; for peltries at $50 per bale; for wool at $25 per bale; for tallow at $30 per barrel; for pecans at $5 per sack; for beeves at $15 each; for sugar at $55 per hogshead; for molasses at $10 per barrel; for leaf tobacco at $50 per case; for cotton seed $2 per sack.

The following is a comparison of shipments of cotton from this port, viz:

1859.....	148,362	bales, at	$55	per bale.....	$8,159,910
1858.....	117,391	bales, at	55	per bale.....	6,456,505
1857.....	66,984	bales, at	60	per bale.....	4,019,040
1856.....	91,737	bales, at	40	per bale.....	3,670,000
1855.....	59,562	bales, at	40	per bale.....	2,382,000
1854.....	80,363	bales, at	38	per bale.....	3,063,800
1853.....	65,890	bales, at	41	per bale.....	2,701,500

The shipments to European ports have been for each year ending 31st of August:

	1855.	1856.	1857.	1858.	1859.
To Great Britain.....bales...	8,925	19,661	9,792	33,171	46,563
To France.....bales...	1,570	5,166	4,428	1,689	7,875
To other continental ports.....bales...	5,664	9,175	6,687	14,716	22,986
	16,159	34,002	20,907	49,576	77,424

It will be perceived, that of the cotton received here 2,356 bales only were reshipped to New Orleans, while the Bay of Matagorda and Sabine Pass have sent 34,463 bales to that port.

In hides there is a decrease of 508 pieces; in wool there is an increase of 592 bags; in pecans there is an increase of 3,683 bags; in beeves there is an increase of 11,603 heads, compared with last season's shipments.

There have been shipped by Galveston merchants 136,759 bales cotton against 11,603 bales for account of Houston merchants.

Imports from foreign countries.

The imports during the past year have been: From Bremen, $48,808; from England, $213,779; from France, $27,186; from Holland, $276; from Sardinia, $3,020; from Mexico, $755; from Brazil, $76,433; from Canary Islands, $7,561.

Total amount of importation.....	$377,818
Amount of duties collected.....	74,570
Amount of duties assessed.....	100,314
Goods transferred from other districts.....	79,396

Removal of our light-ship.

We call upon our delegation in Congress to notice the advertisement published in the "Civilian," giving ten days' notice of the removal of the light-vessel at the entrance of Galveston harbor—a notice almost as ridiculous (were it possible) as the removal of the light-vessel herself—"*a notice to mariners.*" Indeed, how are the masters of vessels now on the voyage from Europe, or even from the Atlantic ports, to receive this notice? We have already, in a former number, commented upon the ridiculous attempt of the general government to substitute the beacon-lights referred to. Our best informed navigators, and our steamship commanders, agree that they are comparatively useless; and the almost absolute necessity of our steamships having to lay outside all night hereafter, greatly to the discomfiture, if not the actual peril, of our ships and our people.

In our notice of this before (which was before any expense had been incurred) we stated, and we think clearly showed, the impracticability of this change; and we then thought that the matter was of sufficient importance for the government to look further into it before taking a step so important to the inhabitants of this State—so important as to jeopardize not only our property but our lives; as no one who knows the situation of our bar, and the weather that we have to encounter, will say that both property and life are being greatly jeopardized by this act. Equally as well might there be no notice given, for it is in fact no notice. Our cotemporary, the "Civilian," joined with us in the condemnation of this act, and a memorial signed extensively by our citizens, was forwarded to the proper department, setting forth these facts; but it appears as if no heed could be taken to the wishes of our people in a case so simple as this. And we will now ask why does the government make this removal? The answer is simply this—*economy*. The government of the United States cannot afford to keep a light-vessel at Galveston, where millions of property and hundreds of lives are jeopardized daily. A matter of economy, indeed! and the subterfuge of light-beacons placed in its stead—as we suppose, placed to blind us—presuming that they would be quietly received in place of the light-ship.

This act on the part of our government requires from us something more than a mere common-place remark. The act is an outrage upon us; an important port like ours to be sacrificed in this manner! Our enterprising and scientific citizen, Lieutenant W. N. Stevens, so long the inspector of lights in our district, upon being called upon to answer by some of our citizens where this act of the government originated, and if it was by his recommendation, answered promptly that he never did and never would make such a recommendation; that it was got up by the Light-house Board, and came through without consulting him, and *to them belong the glory*. We venture our reputation that no scientific man acquainted with this place will undertake to defend the government for such a disgraceful act.

Four years ago the lamented Rusk filed the memorial of our citizens for a screw-pile light-house on the north breakers; his death occurring

soon after, there it appears to have slept ever since. We do hope our delegation will take these matters up, and see that we have justice; nothing more do we ask.

Let it not be supposed that this is a matter in which Galveston alone is interested. The people throughout the State are even more interested than we are; for any increase of insurance caused by the increased hazards from the removal of the light-ship will have to fall on the people of Texas at large.

To Commander Thornton A. Jenkins, Secretary of the Light-house Board:

The undersigned respectfully represent to you, and through you to the Light-house Board, that the light on Bolivar Point, at the entrance of the harbor of Galveston, in the State of Texas, does not as fully answer the purpose of navigation as the rapidly-increasing commerce of the port demands, inasmuch as its position, four and a half miles inside the bar, and the constant mist arising from the surf on the north breakers, it is rarely sighted by vessels approaching the bar, until within a short distance of it, and entirely too close for safety, without knowing their true position.

By reference to the accompanying chart of the coast, it will be seen at a glance that vessels bound for Galveston, and looking for the light, are in danger of getting behind the north breakers before they sight it; and, from the abrupt decrease in the soundings, and the difficulty of working off into deep water again, to double the north spit, masters of vessels acquainted with the coast will not attempt to sight the light, running down the coast, but prefer laying to until daylight, and depend upon seeing the church steeples in the city, rather than the light-house.

Your memorialists would respectfully ask for a screw-pile light-house, to be placed either on the north breakers or on the south middle ground; which, in their opinion, would supersede the necessity of the present light-ship, and would give all the facilities necessary to the commerce of the port; with regard to which your memorialists would respectfully submit the following data:

The value of the exports, for the year ending the 31st of August, 1856, was $4,343,115. The rapidly increasing emigration to the State, demanding a very large increase of importations beyond the exports to meet its wants, and the large importations necessary to supply the markets of San Antonio, and other inland towns, which furnish large quantities of merchandise for the Mexican market, as also the necessary supplies for large portions of our State, whose exports find an outlet by Red River, Sabine Pass, and Matagorda Bay, and which keep constantly employed, as regular traders to the port, eight first-class steamships, some of them of one thousand tons burden and over, and twenty-five square-rigged vessels of twenty thousand tons burden, and bringing imports to the value of over twelve million dollars, of which large portions recross the bar in smaller vessels, destined for

other ports in the State. The United States mail steamships, from New Orleans, make three trips per week, and cross the bar four times per trip, making six entrances and six departures over the bar per week, bringing full cargoes and large numbers of passengers each trip. The New Berwick's bay line, just established, with two steamships of one thousand tons burden each, cross the bar each three times per week. The said steamships almost always arrive off the bar during the night, and are very frequently detained until daylight before they can find the entrance to the harbor.

All of which is respectfully submitted.

R. & D. G. Mills,
J. C. Kuhn & Co.,
William Hendley & Co.,
Albert Ball, President Union Insurance Company,
Pilots' Association, by S. M. Hitchcock, agent,
E. B. Nichols & Co.,
Powell & Ruthven,
J. Shackelford,
Kauffman & Klaener,
Ball & Hutchings,
T. H. McMahan & Gilbert,
J. & A. B. Block,
Dean & Cramer,
A. Lewis & Co.,
George Butler,
Andrew Grover,
E. S. Wood,
Daniel D. Atchinson,
Philip C. Tucker, jr.,
E. L. Ufford,
Brown & Kirkland,
D. H. Pallais,
J. S. Sydor,
A. P. Lubkin,
John N. Row,
H. McLeod,
J. M. Jones,
John M. Beers,
F. Simms,
James G. Hurd,
W. Richardson,
E. O. Lych,
Lynn & Williams,
Southwick & Son,
John S. Rhea,
H. D. St. Cyr, French Consul,
Carnes & Trabue,
Compton & Strother,
John Adams,
J. P. Davie,
John Berlocher,
L. S. Perkins,
James Sorley, President Chamber of Commerce,
Thomas M. Joseph,
Wood & Power,
H. Stuart,
E. P. Hunt, agent for Underwriters.

GALVESTON, TEXAS, *May* 6, 1857.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 57.

MEMORIAL

OF THE

STATE OF CALIFORNIA,

PRAYING

That the amount expended by that State in the suppression of Indian hostilities may be refunded.

MAY 4, 1860.—Referred to the Committee on Military Affairs and the Militia, and ordered to be printed.

MEMORIAL from the State of California.

To the honorable the Senate of the United States, in Congress assembled:

Whereas the State of California has been called upon to protect her citizens from Indian depredations during the years 1850, 1851, 1852, 1854, and succeeding years, to January 1, 1860, and has incurred, in the suppression of Indian hostilities within her borders, a large indebtedness; and whereas the said State of California has expended the sum of $650,000 in the suppression of Indian hostilities, and the said amount being a just claim against the general government, an appropriation of the amount named is respectfully asked, refunding to the State the amount so expended for the purposes named.

Pressing demands have been made for years past, by citizens of the State, for relief and protection. These demands were not responded to by the agents of the general government in military command in the State, as fully as the emergency required, from the fact that their forces were inadequate and their supplies and munitions insufficient. The State was therefore impelled to call out, arm, equip, and provision forces, at great expense, or suffer her unprotected citizens and the emigration to fall a sacrifice to the ruthless savage.

It was believed that this expense would be assumed and paid by the general government, established as this practice had formerly been by numerous precedents in history. Congressional legislation, in other cases of like character, has recognized and paid debts contracted in the prosecution of Indian wars by the States themselves, when obliged to undertake the duties of the nation in the suppression of these hostilities.

The emergency which made it necessary for the State to interpose her authority was such as rendered any delay hazardous. The distance of the authority of the general government from the scene of opera-

tions was so great, also, as rendered any application to the home government for assistance impracticable, so imminent was the danger and so immediate were the requirements of our people, exposed to the depredations of the several tribes of Indians, whose hostilities required a prompt and sudden check, or, emboldened by success at the outset, no limit could be made to the sacrifice of life and property which would follow.

The responsibilities thus incurred by the State must be met by the general government, as the State is unable to do more than she has done, by pledging her faith and credit to those who have performed services and furnished means for these objects.

This State has over 800 miles of frontier. The various Indian tribes that inhabit our border for that distance early commenced depredations upon our people. Inhabiting a mountainous country, and enabled to retreat to their fastnesses after acts of violence or theft, it was impossible to pursue them with success at the time, with a small force, when single instances occurred of the kind. It therefore became necessary to adopt means ample, and to raise a force sufficient to make a decided impression, and to convince them, by a summary process, of our strength and our determination that they should expiate their crimes.

Had the State delayed action until the general government could have been informed with regard to the necessity which existed, the result would have been disastrous to the defenseless frontier settlements.

The cost of supplies, transportation, &c., were procured by the State at as reasonable rates as they could have been by the general government.

A rigid and careful scrutiny has been exercised by the board of examiners (consisting of the comptroller, treasurer, and secretary of state) in the auditing of war claims and in the allowances made therefor. Still, vouchers, satisfactory proofs, and evidence of the authenticity of each was required; and in the settlement, the board (as required by law) endeavored to be guided by the "Rules and Regulations of the United States Army," prescribing the mode and manner of such settlements.

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 58.

MEMORIAL

OF A COMMITTEE OF

THE CORPORATION OF GEORGETOWN, D. C.,

SETTING FORTH

Their objections to a bill introduced into the Senate, to authorize the Baltimore and Ohio Railroad Company to extend the Washington branch of their road across the Potomac river, at the site of the Long Bridge.

MAY 4, 1860.—Ordered to lie on the table. Motion to print referred to the Committee on Printing.
MAY 7, 1860.—Report in favor of printing submitted, considered, and agreed to.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The memorial of the undersigned, a committee appointed by the corporation of Georgetown to attend to its business before Congress, most respectfully represents that, on the 5th instant, a bill was introduced into the Senate to authorize the Baltimore and Ohio Railroad Company to extend the Washington branch of their road across the Potomac river, at the site of the Long bridge; which was referred to the Committee on the District of Columbia. At the first meeting of that honorable committee, four days thereafter, the mayor of Georgetown presented himself, and stated that said town was more deeply interested in that proposition than any other community whatever, and respectfully and urgently requested that we should be allowed a hearing upon the subject at any time that would be convenient to the committee. The Hon. A. G. Brown, chairman, informed the mayor that his request would be considered and the result made known to him. Shortly afterwards, he was told that the committee had declined to give us a hearing.

Under these circumstances, which were entirely beyond the control of your memorialists, they humbly pray to be allowed to state briefly to your honorable body the facts and reasons which they could have, at greater length and more satisfactorily, made known to the honorable Committee on the District of Columbia as the grounds of their objections to said bill.

Your memorialists are aware of the necessity which exists for a bridge over the Potomac river at some site within the District of Columbia, in order to secure an uninterrupted railway communication between the North and the South, and they would not presume to interpose an objection to a measure of such national importance. But we desire to make known to your honorable body, that we have the authority of two of the most distinguished civil engineers of this country, for saying that the proposed bridge can be erected at another point, where the public interests can be in all respects as readily subserved as at the site of the Long bridge, and without forever destroying the navigation of the river, so far as it is indispensable to the commerce of Georgetown.

The only alleged objection to that site is, that its route would be longer than that by the Long bridge, and would, correspondingly increase the time over which it would be traversed. But this objection falls to the ground when, under circumstances most favorable to the Long bridge route, the increase of time could not exceed the period of *six minutes*, as stated by Mr. Ellet; but, when the progress of the cars would be arrested by the raising of the draw to permit the passage of vessels, it would be hard to tell how often, and how much longer, that would be indeed, the longest as well as most dangerous and uncertain route. To this consideration may be added, the unavoidable occurrence of fatal accidents, to which passenger cars are always exposed when passing over a bridge with a draw, subject to constant derangement of its machinery, and the neglect and management of those to whose charge they may be committed.

We were opposed to the erection of the existing bridge in 1808; we made that opposition known to Congress by earnest and humble petitions, and by personal appeals to the members of both Houses. We opposed the building of that bridge because we apprehended serious injuries from it, and our apprehensions have been more than realized by regularly recurring disasters from that day to this; and your memorialists beg leave now to state with candor and brevity in what respects and to what extent we have been most grievously injured by the erection of the Potomac bridge.

First. It injures us by presenting such a barrier to the passage of vessels, that their owners and masters, residing abroad, will not come to our harbor for produce if it can be had at Alexandria, even at an additional price. That barrier presents both delays and injuries. During certain winds, tides, and currents, the contracted draw of that bridge cannot be approached or passed at all with safety. Hundreds of vessels have been more or less injured while passing through the draw, when every precaution had been taken to insure their safety. For these injuries no remuneration has ever been made, and for which no man, association, or body politic, seems to be responsible. I am now referring, of course, to casualties and disasters that occur during daylight. None but a madman would attempt to approach that draw during a disturbance of the elements at night.

Secondly. As already stated, we have always had to contend with our neighboring rival for a fair participation in a trade which was essential to our commercial existence. To do that, it was important

that we should be left in full possession of all our inherent rights and natural advantages. But it often happens that at a most important season of the year we are entirely deprived of the use of our river. *At the termination of our winters*, after the whole river had been closed by ice for weeks, and sometimes for months, it was exceedingly important to our merchants that the produce which had been accumulating on their hands should be shipped to distant markets at the earliest practicable period. Just as important was it to them that they should then receive their arrivals from abroad. But it has happened, time and again, that just at that critical time, when the ice had been entirely carried off from Washington city to the mouth of the river, the bridge intercepted its passsge from our harbor, and our navigation has remained suspended for weeks, while Alexandria remained in the free and uninterrupted enjoyment of all the facilities that the river could at any time afford. This is no fiction, nor is it an evil of rare occurrence. During a late season, a vessel from the West Indies belonging to merchants of Georgetown, not being able to get higher up the river than the bridge, was obliged to remain at Alexandria for a considerable time, with serious loss and expense to her owners. It is worse even than that. In the event of a recurrence of severe weather, just at such junctures, it has happened that the ice became hardened and strengthened to such a degree that our harbor remained closed for weeks, while Alexandria was entirely free from the annoyance. But that is not all the injury which is inflicted upon us by the bridge, as an obstruction to the passage of the ice. It is only when the ice becomes suddenly broken up by a rushing flood, occasioned by melted snows and heavy rains, that we are made to feel the most frightful of the evils resulting from the obstruction presented by the bridge. On these occasions immense masses of ice lodge against its piers and become packed in a solid body from the bed of the river to the surface of the water. The great volume of water becomes thus obstructed and thrown back upon our wharves and all the houses and other valuable property contiguous to the river. In these seasons all business is suspended, and our people have plenty of time humbly to behold the progress of a desolation instituted for them by an act of the Congress of the United States.

Thirdly. The bridge, as you are aware, was originally constructed upon wooden piers, braced by heavy timbers, and placed from each other about thirty feet. Soon after its completion, it was found to produce accumulations of mud, from its site to a considerable distance towards our harbor, which gradually reduced the general depth of the water, and occasioned frequent and vexatious variations in the direction of our main channel, to the great detriment of its navigation. To such an extent and so rapidly were these deposits made in the bed of the river, that in a few years about one half of the stream, for some distance above the bridge, became a mere shoal of mud and hopelessly unnavigable. Then the wooden piers on that part of the ruined river were removed and substituted by a solid causeway, with stone walls on either side for its protection. In one respect, especially, this change in the construction of the bridge greatly aggravated the evil, and rendered it more than ever an intolerable nuisance. These great walls of stone not only intercepted the passage of the mud, and rapidly

increased it in our channel, but it presented an additional barrier to the current of the river during heavy floods, and increased the inundations already noticed.

It has often been stated that the bridge occasions a very unhealthy condition of the atmosphere, in certain seasons, in the neighborhoods adjacent to the shores of the river immediately west of the bridge. That fact has been flatly denied; and as it is a matter which does not very particularly concern the people of Georgetown, we will content ourselves with giving you the following extracts from speeches of senators of the highest character, viz:

The amendment upon which the debate arose was as follows, viz: "For repairs of the Long bridge across the Potomac a sum not exceeding $12,000."

Mr. BADGER. "I hope the amendment will not be adopted. I told my friend from Illinois the other day, when he announced it, that I was decidedly opposed to it. I would much rather vote an appropriation of $25,000 to remove that wretched and unsightly structure from the Potomac river than vote $12,000 for the purpose of patching it up and keeping it in a condition in which it will continue to be an obstruction to the flow of that river. I do not agree with my friend that we ought to let this bridge stand until we get another. I think it far better to have none than the present one. I think it far better to have the river open. Why should we inflict upon Georgetown the inconvenience and loss of having the navigation obstructed? Why should we have this structure, a large portion of it a solid causeway, a total obstruction to the flow of the water, filling up the river with shoals that at low water are exposed to the sun, and must ultimately become a source of disease to the whole of that part of the city? It is an unsightly, injurious, and disgraceful nuisance, and I do not want to mend it at all."

Mr. BADGER proposed the following amendment: "For the removal of the remains of the bridge, $18,000;" and then observed, "I desire to say a word or two on this subject, because I have some reason to believe that the importance of the removal of this structure is not fully appreciated by the members of the Senate. The accumulations that have been making by that bridge, which have been steadily increasing every year, have now got to such a pass that at low water every day a large surface, which is covered at high water, is exposed to the influence of this August sun. This has been going on for many years. As far back as 1841, when I was residing temporarily in this city, my attention was called to the effect of the bridge by one of the most intelligent men who has ever been here from a foreign country, Baron Marechal, then the representative of Austria here. He had no small experience on the subject, and he told me that if that thing was allowed to go on, yellow fever at Washington would be the necessary consequence. The health of the city is first in importance. All the members of Congress are obliged to spend a portion of every year here; and when we regard our own health and comfort, or the health and comfort of the people of this city, it is a matter of high consideration to maintain no establishment here that may even probably result in danger to either. Again, I am opposed to maintaining

the bridge, because it has been and is a serious obstruction to the commerce of that venerable city, Georgetown. Its citizens feel it to be so. Senators have lately had laid upon their tables a most earnest and respectful remonstrance of the entire population of that city, begging that the nuisance to them and the nuisance to us be put out of the way—may be removed. I sincerely trust that the Senate will concur in this view of the amendment, and that the appropriation will be for the removal of the nuisance, instead of perpetuating it forever, or for any time."

Mr. CLARKE, of Rhode Island. "My own impression is, that this bridge has a deleterious effect on the city of Washington. Its abutments have undoubtedly served to produce the deposits above it, creating, I suppose, a malaria injurious to the health of the city; and I have come to the conclusion that, instead of permanently rebuilding it at a great cost, it will be better to have a steam ferry there. It may be known, also, that there was a bridge some three miles above Georgetown, which was carried away by the same freshet that injured this bridge. The city of Georgetown has no means to build a bridge. They had a bridge; it has been carried away, and they desire to have another. I have no particular feeling on this subject, for I never was there more than half a dozen times in my life, and never expect to be again; but it seems to me that the city of Georgetown is equally entitled with Washington to the fostering care of this government. We hold jurisdiction over both equally, and there is no reason, in my mind, why all legislative appropriations should be made for the one and none for the other. I took some pains, Mr. President, as one of the Committee on the District of Columbia, to look at what I thought would be the best method of connecting the District with the Virginia shore, and came to the conclusion that it would be better to build the bridge across the Potomac at the city of Georgetown, a little above the aqueduct, where there are some rocks in the river, and connect the city of Georgetown with the Virginia shore; and then, in my opinion, it would be better to connect the city of Washington with the Virginia shore by a steam ferry-boat, than by the present bridge."

Mr. MASON, of Virginia. "What the Senator from North Carolina has in view strikes me as an object that must be attained one of these days by Congress. I presume there can be no question that, from the manner the present bridge has been constructed, it has done serious injury to the town of Georgetown. It is not only by causing the flats in the river, resulting from the deposits above, that it has impaired the health of the opposite part of the city, but it has so obstructed the channel as to do very serious injury to the commercial interests of Georgetown."

Mr. BRIGHT. "I do not believe that the Long bridge, so called, can ever be made a safe crossing point. But even admitting that I am in this incorrect, which I do not believe, there is one point in this District, one city in this District, one portion of the population of this District, which has been seriously injured by the erection and maintenance of this bridge. They have no representative here to speak for them; hence it is proper that those who understand the facts connected with this matter should present them to the Senate; and I was

greatly in hopes that the honorable Senator from Virginia, (Mr. MASON,) when he was up, would have gone on and stated the grievances which Georgetown, which lies entirely within the limits of this District, has suffered and is suffering. The people of Georgetown have, from time to time, complained of that structure as an interference with their commerce, and they have asked Congress frequently, and in the most respectful manner, to afford them some relief from these grievances—in short, to remove the nuisance. But Congress has thus far been deaf to their appeals. Latterly, by the act of God, a portion of the Long bridge has been swept away, and it is to be regretted that the whole of it was not taken."

General SHIELDS. "I prefer that a bridge should be erected at Georgetown, and I hope that we shall be able to determine that one great bridge can be erected there, above navigation, that will answer all the purposes."

Mr. PRATT. "One or two considerations have been advanced, about which I wish to say a word. The first proposition is, that the erection of the bridge has destroyed the trade of Georgetown in consequence of the obstruction it has caused in the river. Now, I believe no one can deny the fact that it is so. Many years ago I went to school in Georgetown, and at that time vessels almost of the largest class were able to ascend the river at that point and load with cargoes for every part of the world. At the present day it is impossible for vessels of that class to get up there. Georgetown has been a place of considerable trade, but from some cause or other that trade has been destroyed, and its inhabitants allege the erection of the bridge, and the consequent obstruction to the navigation, to be the cause. I have no doubt that is the fact."

General SHIELDS, (chairman of the District Committee.) "As far as we have been able to make any inquiries in relation to this matter from many competent engineers, we have ascertained that if there is a new structure it must be placed in a new position. It must be placed in a new locality, near Georgetown; perhaps at Georgetown; perhaps near the aqueduct at Georgetown."

Mr. UNDERWOOD. "I know that for the last fifteen or twenty years the city of Georgetown has been complaining bitterly of the destruction of the harbor at that place in consequence of the erection of that bridge, and that its citizens have preferred very heavy claims against Congress, and asked for remuneration for the injury done their commerce by putting up this bridge, which has destroyed their harbor. Now, if you intend to renew this bridge by rebuilding it or building another, you do the people of that city the injury to which they already complain. I think that, before you repair the old bridge or build another, something ought to be done in reference to the feeling of that people. The interests of the people ought to be consulted before you put an obstruction in the river which will destroy their harbor. I therefore wish that the committee who have charge of this subject would inquire into the present condition of our relations with respect to Georgetown, the injury of which the citizens complain, and what further injury they may receive by the repair of the old bridge or the building of a new one."

Mr. GEYER. "The Senator from North Carolina informs me that the difference in the height of the water above and below the bridge, last spring, was four feet. The result is, that the water thus banked up enters the canal, and floods the whole of the little valley on the south side of the Avenue. This is a very serious evil, and may be of frequent occurrence. But it was not so much with a view to mention these facts that I arose to address the Senate. My principal object is to call the attention of the Senate to the fact that we are legislating for a people placed under disabilities by their position; and in that legislation we should take care that we do not injure them further than is necessary to subserve the public interests. We have erected a nuisance which has proved injurious to the health of both cities, the old and the new. Part of that nuisance has been swept away by a flood; and the question now before the Senate is, not whether that nuisance should be continued permanently—for it is admitted, by gentlemen who advocate this appropriation, that at no very distant day it must be removed—but whether it shall be continued some time longer? I ask if we have a right to inflict an injury on the present generation? Have we a right to expose those who are our wards, and who have no power themselves to act on this subject, to the evils which that bridge causes? I place this matter on the grounds of justice, and affirm that there is an obligation on the part of the government of the United States to remove the structure, as they have placed it there. I shall support, then, as the utility of the bridge is by no means correspondent to its evils, the proposition of the Senator from North Carolina, for the immediate removal of the remains of the bridge, as I am firmly convinced that its retention will prove most injurious to the health of the present generation."

Mr. SEWARD. "Before the question is taken, I wish to say one word for the purpose of justifying any apparent inconsistency in my votes. I do not know whether this question was taken by yeas and nays when a similar proposition was made in the deficiency bill; but if it was, I voted against the proposition which I shall now sustain. In doing so, I must say that I change my vote because I am satisfied, with the arguments which I have heard, that this bridge is a serious injury to the health and prosperity of the city of Georgetown, and unnecessary, in its present condition, to the interests of the people here."

Mr. BADGER. "One word now in regard to the people who are interested in this bridge. The people on the Virginia shore, below Alexandria, usually come up the river by boats. They do not drive up from Alexandria for the purpose of passing over it; and the people above Georgetown cross there. If I understand the matter correctly, therefore, there are only two or three farms lying between Georgetown and Alexandria who are interested in this matter."

On another occasion, the following remarks were made:

Mr. MASON. "I wish to say a single word in reference to the State of Virginia, which I represent here. My impressions are favorable to the railroads proposed to be benefited. Both propositions are that this road shall be done by private companies, and by those companies alone; and my disposition would be, wherever the public interest would admit

it, to give to those companies the largest liberty to construct ways for the public convenience. But I do not know how far the interest of the State which I represent may be effected by terminating the railroad at the point proposed by the amendment. I shall, therefore, vote against the amendment, with the knowledge that, although the Baltimore and Ohio Company has been operating its road for twenty years, this plan did not occur to them until an apparent rival interest started up in Virginia to make a railroad to cross the Potomac at a different point. I shall, therefore, vote against the amendment."

Mr. TOUCEY. "I am opposed to this amendment *in toto*. I am in favor of the legislation which has already taken place on the part of the Senate. I think it is due to the people of this District, both the inhabitants of Washington and the inhabitants of Georgetown, that the Senate should adhere to the bill as they passed it before. I ask a moment's attention. After we had provided that there should be a railroad from Alexandria, by way of Georgetown, without interfering with the navigation of the river, to connect with the Baltimore road at this depot, the Baltimore and Ohio Company steps in and proposes to extend a branch to the east of this Capitol, opposite to Alexandria, by which they will have the power of carrying all the freight and all the passengers down to a point upon the Potomac opposite Alexandria, and thus break up the legislation which was intended by the Senate, and which was intended in Virginia. I hold that it is due to the people of this District, as well as to the people of Virginia, that the railroad from Alexandria, by the way of Georgetown, to the depot in this city, should be carried out, and that we should not incorporate into the bill an amendment that will defeat it.

"Sir, I am in favor of that road for two or three considerations. In the first place, it is the shortest way, and by the route which is proposed by the bill as it passed the Senate, passengers can come from Alexandria to the depot in a shorter time than they can by any other way, because they are not interrupted by the passage of any ferry which requires slow movement. According to the celebrated engineer, whose report has been laid on our tables, it is the shortest route in point of time. In the second place, it is due the citizens of Georgetown. They are entitled to the accommodation of this road. Cars passing through to the South by way of Georgetown can take passage there, and can connect with the northern road by that route in less time than by any other, according to the report of the engineer. I am also in favor of it, because I desire to get rid of any obstruction in the river below Georgetown. Whether there will be a bridge across that river in any place, either below or here, whether it will ultimately lead to one or not, I do not know. I say I am utterly opposed to it. I think it is due to the citizens of Georgetown that the river should be kept open. I am opposed to closing up these great channels of communication which the God of nature has opened. I say they have a right to have the channel kept open, and not have it obstructed."

Your memorialists humbly beg leave to say, also, that the journals of the proceedings of Congress will show that within the last six years appropriations have been withheld for the repair of the Long bridge, and a proposition to allow it to be used for railway cars was decidedly

rejected. Within that period the Alexandria, Loudon, and Hampshire Railroad Company, and the corporate authorities and citizens of Georgetown, have nearly matured a scheme which will secure a railway communication from Georgetown to Alexandria by way of the Alexandria aqueduct, and which can be connected with the depot of the Washington branch of the Baltimore and Ohio railroad by means of the Avenue railroad, which, doubtless, will soon be constructed by some company chartered by Congress for that purpose.

But your memorialists perceive that the Baltimore and Ohio Railroad Company propose, not only to continue the infirm and dilapidated structure which has been cruelly and unjustly obstructing our commerce, inundating our wharves, and jeopardizing the health of the two cities for more than fifty years, but to erect another and similar bridge immediately along side of it. The bill of which we complain, not only gives that overshadowing monopoly the power to do that, but to put any other "*structure*" there which may, in their judgment, be "*suitable*" for their purpose. Thus are we to be committed, practically, on this absorbing question, of such vital importance to the unoffending and helpless people of Georgetown, to the legislative discretion of a gigantic and monopolizing corporation, whose instincts can never prompt it to give one moment's consideration to anything that may involve the rights or interest of the people of the District of Columbia.

As in all previous propositions to adopt the Long bridge site for a railway communication to the South, it is suggested that it will only be a temporary arrangement to meet the present exigencies, and that another and more suitable point can be selected for a permanent communication hereafter. But your memorialists can but most readily foresee that when the Baltimore and Ohio Railroad Company shall have, at great cost, made their local railways through the several streets named in the bill, and completed the yet more costly tunnel which they propose, besides having finished their bridge and the road from thence to Alexandria, they will hardly ever be willing to have it all recognized as a "temporary arrangement," subject, at any time, to be substituted by one which will better answer the public convenience, and less subversive of the rights and interests of the people of Georgetown. Their next proposition will be for the government of the United States to erect at its expense a huge and costly bridge to form a connecting link between the northern and southern roads. That company knows as well as other people that a railway communication could never be deemed safe and permanent which depends for a passage across the Potomac upon a frail and unsightly platform, which would be swept off by the first overwhelming flood which should descend the Potomac river.

Your memorialists, then, are sure that a permanent road on either side of the river, at that site, would involve eventually the erection of a bridge of imperishable materials, and on a scale of magnificence to correspond somewhat with the Capitol itself. Unless such an expensive spectacle be indispensable to the unity of metropolitan adornments, we pray to be delivered from it, as a ruinous obstruction to the commerce by which we desire to live. The corporation of Georgetown has just appropriated the sum of $5,000, to be expended during the present

season in removing from our channel the deposits of mud which have recently been made by that Long bridge.

Your memorialists again beg leave, most humbly and respectfully, to remind your honorable body that the Potomac river has been already spanned by an imperishable structure, contiguous to the long bridge site, upon which another bridge can be erected by all the parties who have any interest in this matter, and which, without any additional obstruction of the river, can be made to afford the cheapest, safest, and most convenient accommodation for all traveling necessities whatever; and your humble memorialists, as American citizens, will ever fervently pray.

HENRY ADDISON,
HUGH CAPERTON,
E. M. LINTHICUM,
JAMES A. MAGRUDER,
ESAU PICKRELL,
JUDSON MITCHELL,
JOSHUA RILEY.

GEORGETOWN, D. C., *April*, 1860.

36TH CONGRESS, 1st Session. } SENATE. { MIS. DOC. No. 59.

COMMUNICATION

FROM

C. S. DREW,

LATE ADJUTANT OF THE SECOND REGIMENT OF OREGON MOUNTED VOLUNTEERS,

GIVING

An account of the origin and early prosecution of the Indian war in Oregon.

MAY 2, 1860.—Referred to the Committee on Military Affairs and the Militia. Motion to print referred to the Committee on Printing.
MAY 9, 1860.—Report in favor of printing submitted, considered, and agreed to.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled.

Believing that the rights and interests of the people of Oregon, as connected with the allowance of their war debt, now pending before Congress, are seriously endangered because of the evil reports that have been placed upon record respecting it, and the origin of the war on account of which it was created, I have thought it proper to present to you at this time a circumstantial account of the origin and the early prosecution of the war in question, for which pay is now claimed and is justly due. In the arrangement of this account, I have alluded to other Indian wars and difficulties that have occurred in Oregon, because their history, too, has been grossly perverted and then made use of in making up a case against the war under consideration. I have, however, confined myself mainly to the simple statement of facts, leaving comments to be made by those who shall hereafter discuss the subject to which these facts relate. Much that I have stated touching matters in Southern Oregon and Northern California, is the result of my own observation, having resided in that section of country some seven years, commencing with the year 1851. From November, 1852, until after the closing scenes of the war of 1855–56, I was a resident of Rogue River valley, and participated with my fellow-citizens in suppressing Indian hostilities that occurred there during that period. For this reason, I have gone more into the details of Indian murders, volunteer service, &c., in that region, than in any other.

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List of actual murders, from November, 1847, to January, 1857.

In 1847, *November* 29.—Dr. Marcus Whitman, a Protestant missionary, Mrs. Whitman, two orphan children, and thirteen other persons, eleven of them newly arrived overland from the East, were murdered by Cayuse Indians at and near the mission established by Dr. Whitman, in Walla-Walla valley. The Indians were in no manner provoked to the commission of this massacre. Oregon, at that time, had only a government of its own, the laws of the United States not having been extended over it until the following year.

1850.—Early in the summer, eleven men, names unknown, were murdered by Indians of Southern Oregon, at what is now Port Orford. They had embarked at San Francisco for a cruise along the Oregon coast south of the Columbia river, with the view to ascertain what inducements that region of country offered to settlement. They proceeded to Port Orford bay, where they come to anchor; and satisfying themselves that this bay possessed merits as a harbor, went on shore to make a cursory examination of the country adjacent. Hardly had they touched the beach, however, when they were attacked by a large body of Indians, and every man of them was killed on the spot. They had seen no Indians before the moment of the attack, and, therefore, could have given no provocation. The Indians were not punished.

August.—Messrs. Spink and Cushing, packers, were murdered, and their train and loading destroyed by Indians, on Klamath river. No provocation given and none claimed. The murderers were not punished.

In 1851, *January.*—James Sloan, —— Janalshan, —— Bender, and —— Blackburn were killed by Indians, at Blackburn's ferry, on Klamath river. The Indians attacked this place in large numbers; but it was defended by the citizens until relief came from distant settlements, when the Indians withdrew. The Indians destroyed several thousand dollars' worth of stores and other property. No provocation given and none claimed. The Indians were not punished. The parties killed are believed to have been formerly of Ohio.

May.—Four men, miners, names unknown, were murdered at two different places (two in each) on the road between Rogue river and Grave creek, by Rogue River Indians. No provocation is known to have been given. The Indians claimed none. They were not punished.

Same month.—William Mosier and —— Reaver (or Reavis) were murdered near Yreka, California, by Rogue River and Shasta Indians. No cause known, and none supposed to exist. The murderers were not punished.

About this time —— Dilley, a packer, was murdered by Rogue River Indians, near a place now known as Camp Stewart, so called from it being the place where Captain Stewart, United States army, died of wounds received at the hands of those Indians in the following autumn. No provocation was given for the murder of Mr. Dilley. The Indians were not punished.

August.—Cornelius Doherty, recently from Texas, and Jeremiah

Ryan, of Maryland; John Holland, of New Hampshire; J. P. Pepper and P. Murphy, of New York, also newly arrived on the Pacific coast, were murdered by Southern Oregon Indians, at the mouth of Coquille river. Three of their five companions who escaped were severely wounded at this time. The Indians had not the slightest cause for the commission of this murder, as I shall proceed to show by and by.

October.—Mr. Moffitt, a drover, was mortally wounded by Rogue River Indians, near Camp Stewart. No provocation given or claimed. Major Kearney, United States army, visited Rogue River valley about this time, and obtained a *promise* from the Indians that they would commit no more depredations upon the whites.

In 1852, *June* 2.—Calvin Woodman, a miner of Scott's river, was murdered in Scott's valley, by Indians of the Rogue river tribes. No provocation was given. The Indian who actually fired the fatal shot was afterwards captured, as was his accomplice, by a company of volunteers of Yreka. The criminals were then tried before a citizens' jury, where, their guilt being proved beyond a doubt, the principal was hung; but, it being difficult to make the Indians understand why an accessory should be punished with the principal, the accomplice was set at liberty. Mr. Woodman was a native of Maine.

Same month.—James L. Freaner, John Brando, —— Jackson, —— Warren, and a Mexican called Adobé John, were murdered in Pitt River valley, by the Indians of that name. This was a party that left Yreka to view and locate a wagon road from Sacramento valley to the southern boundary of Oregon, for which Colonel Freaner and others had procured a charter. Nothing definite as to the fate of this party was known until some four years afterwards, when the Indians themselves boastingly disclosed the particulars. Of course they did not plead justification. Colonel Freaner was the "mustang" of Mexican war notoriety. Brando was a native of Maine.

About this time an American, name supposed to be Lockwood, and three Mexicans, all packers, were murdered near Sugar Loaf mountain, on the old trail between Shasta City and Yreka, by the Indians just mentioned. A German was also murdered at this place, some two days after, by the same Indians. A partner of the German, though very severely wounded, made his escape to Yreka. All these murders were entirely unprovoked, and for none of them were the Indians punished.

August.—Mr. Coats, John Ormsby, James Long, Felix Martin, Mr. Wood, and thirty-four others, whose names are not known, were murdered by Modoc and other Indians on the Southern Oregon emigrant road.

December.—William Grendage, Peter Hunter, Mr. Bruner, Mr. Palmer, William Allen, two brothers Bacon, and one other, whose name is unknown, were murdered by Rogue River Indians, near the mouth of Galeese creek.

In 1853, *May or June.*—An American and a Mexican, miners, were murdered in their cabin, in the neighborhood of Cow creek, by Southern Oregon Indians. No provocation, and no punishment.

August 4.—Edward Edwards, a farmer, residing six miles from Jacksonville, was murdered at noonday at his own house by Rogue

River Indians, who had secreted themselves in some brush near by. No provocation given, nor were the Indians called to an account.

August 5.—Thomas Wills, merchant, of Jacksonville, was shot and mortally wounded by Rogue River Indians just as he was entering the town. No provocation, and no attempt at punishment.

August 6.—Richard Nolan and another person, whose name is not known, miners, of Jackson creek, were murdered at their claims, about a mile from Jacksonville, by Rogue River Indians—the same party, probably, who shot Mr. Wills. No provocation.

August 17.—John Gibbs, William Hudgins, —— Whittier, and two others were murdered by a tribe of Rogue River Indians, who were professedly friendly, and were at the time being wholly subsisted and maintained by Mr. Gibbs and other citizens at private expense.

October 6.—James C. Kyle, a merchant, of Jacksonville, was murdered within six miles of home, and two from Fort Lane, by Rogue River Indians, belonging to Table Rock reservation. The murder was entirely unprovoked. A Mr. Bell and partner and a miner called Jack were murdered by Indians of Lower Rogue river, about this time, and, as in the other case, without any provocation.

In 1854, *January*.—Hiram Hulen, J. Clark, J. Oldfield, and Wesley Mayden were murdered by Rogue River, Shasta, and Modoc Indians while looking for stock which these Indians had stolen. Distance from Fort Lane about 25 miles, and about 30 from Fort Jones. Mr. Clark formerly lived in Michigan, and Mayden in Minnesota. The Indians were not punished.

April 15.—Edward Phillips, a miner, of Applegate creek, was murdered in his own house by Rogue River Indians. Distance from Fort Lane about 14 miles. The murder was wholly unprovoked and no attempt was made to punish the Indians for it. Mr. Phillips was a native of New York.

June 15.—Daniel Gage was murdered by Modoc Indians on the road between Jacksonville and Yreka. Distance from Fort Jones about 35 miles, and Fort Lane about 20 miles. No provocation given, and the Indians were not punished. The Indians destroyed the most of Mr. Gage's (and Claymer's) pack train and a valuable lot of merchandise.

June 24.—Mr. McAmy was killed, near De Witt's ferry on Klamath river, by Rogue River and Shasta Indians.

Thomas O'Neil was murdered by Klamath Indians about this time. It is not known whether there was any provocation in this or the foregoing case. It is certain, however, that the Indians were never called to an account in either.

August 19.—W. G. Perry and George Lake, emigrating from Iowa, and E. B. Cantrell from Illinois, were murdered by Indians east of Fort Boisé; and,

About the same time, John Crittenden, John Badger, Alexander Sawyer, and —— Wood, also emigrating to Oregon, were murdered at Gravelly Ford, by the Snake Indians.

August 20.—Alexander Ward, Mrs. Ward, and their seven children, Mrs. White and child, Samuel Mulligan, two brothers Adams, W. Babcock, John Frederick, Rudolph Shultz, Mr. Ames, and a man

unknown, emigrants from Missouri and Western States, were killed by the Indians on Snake river. No provocation given.

September.—Stewart, of Corvallis, Oregon, was murdered by Klamath Indians, on the Middle Oregon emigrant road, where he had gone to meet some friends whom he expected overland, *via* this route. This murder was entirely unprovoked. The Indians were not punished.

November 2.—Alfred French was murdered by Indians of Southern Oregon, near Crescent City, California. The murder was wholly unprovoked. It is not probable that more than three of the Indians actually participated in this affair, but many were accessory to it, both before and after the fact. The particulars of the murder were not ascertained until after a jail-full or more of the Indians had been arrested for the act, when they gave such information as led to the discovery of Mr. French's body and the arrest and conviction of the principal in his murder. Mr. French was formerly connected with the publication of "The Independence Chronicle," at Independence, Missouri.

In 1855, *May* 8.—Hill, a miner on Indian creek, was murdered by Rogue River Indians. The murder was entirely unprovoked, and was committed in his own house. The Indians were not punished.

June 1.—Jerome Dyer and Daniel McKew were murdered on the road between Jacksonville and Illinois valley, by Rogue River Indians from Table Rock reservation. Distance from Fort Lane, about sixteen miles.

June 2.—Philpot was murdered by the Indians just mentioned. No provocation given in either case.

July 27.—Peters, a miner, was murdered near Yreka by Rogue River and Shasta Indians. Distance from Fort Jones, about twenty miles.

July 28.—William Hennessey, Edward Parrish, Austin W. Gay, Peter Hignight, John Pollock, four Frenchmen and two Mexicans, names unknown, were murdered at Buckeye bar, on Klamath river, by Rogue River Indians from Table Rock reservation, aided, probably, by some of the Shasta and Klamath tribes. Distance from Fort Jones, about fourteen miles. No provocation given, either in this case or that of Mr. Peters.

September 2.—Granville M. Keene was killed by Modoc and Rogue River Indians, near the head of Rogue River valley. He was killed while in pursuit of a horse which these Indians had stolen.

About this time, Mrs. Clark and her son, of Yamhill county, (Middle Oregon,) were murdered by Indians of the Tillamook tribe. No provocation given. One Indian was hung for this murder.

About this time, also, Agent A. J. Bolon, —— Matteese, Elisha Plummer, and six others, whose names are unknown, were murdered by the Yakima and other Indians of Northern Oregon and Washington Territory.

September 24.—Calvin M. Fields and John Cunningham were murdered on the road between Jacksonville and Yreka, by Rogue River Indians from Table Rock reserve, aided, probably, by Indians from the Klamath Lake country.

September 25.—Samuel Warner was murdered near the place where

Fields and Cunningham were, and by the same Indians. No provocation given in either of the cases just cited. Distance from Fort Lane to where the three last-mentioned persons were killed, about twenty-five miles.

October 9.—Mrs. J. B. Wagoner, Mary Wagoner, Mr. and Mrs. J. K. Jones, Mr. and Mrs. Haines and two children, George W. Harris, Daniel W. Harris, Frank A. Reed, William Gwin, James W. Cartwright, Powell, Bunch, Fox, Hamilton, White, and probably several others, were killed between Evans' ferry (Rogue river) and Grave creek by Rogue River Indians from Table Rock reserve; aided by Indians of the Umpqua tribes. Distance from Fort Lane about twenty miles. No provocation given.

Same day.—Messrs. Hudson and Wilson, packers, were murdered on the road between Crescent City and Indian creek, by Rogue River and Klamath Indians. No provocation.

October 16.—Holland Bailey, farmer, was murdered in Cow Creek valley by Cow Creek and Umpqua Indians. No provocation given.

November 16.—Charles Scott and Theodore Snow, miners, were murdered on the road between Yreka and Scott's Bar, probably by runners from the Rogue River Indians to those on Salmon and Lower Klamath rivers.

In 1856, *February* 23.—Indian agent Ben Wright, John Poland, H. Braun, E. W. Howe, Mr. Wagner, Barney Castle, George McCluskey, Mr. Lara, W. R. Tullus, James Seroc and two sons, Mr. Smith, Mr. Warner, John Geisell and three children, S. Heidrick, Pat. McCullough, and four others, names unknown, were murdered by a tribe of Rogue River Indians who were in charge of Agent Wright and were professedly friendly.

March 21.—Whiting and Bell, partners in trade, were murdered near Port Orford, by Southern Oregon Indians.

March 26.—George Griswold, Norman Palmer, Mr. and Mrs. Brown, Mr. Watkins, James St. Clair, and eleven others were killed at the Cascades (on the Columbia river) by Indians of that vicinity. No provocation given.

June.—Charles Green and Thomas Stewart, miners, were murdered on McKinney's creek, near Fort Jones, by Shasta or Klamath Indians. No provocation given. The Indians were not called to an account.

In 1857, *January.*—Harry Lockhart, Z. Rogers, Adam Boles, D. Bryant, and a German called John were murdered by the Pitt River Indians in the valley of that name. No provocation given. Mr. Rogers was a native of Maine.

I have now proceeded with these recitals of Indian murders as far as it seems necessary for present purposes that I should, though they might still be continued. The hostility of the Modoc, Pitt River and Klamath Indians has continued unabated since the date last mentioned down to the present, and the murders and other depredations committed by them have continued in about the same ratio as before. The Rogue Rivers and other tribes of Southern Oregon, after having been repulsed in their attempt to devastate that region of country in 1855, by "Oregon volunteers," surrendered themselves into the keeping of the regularly-constituted authorities of the general government, and

were removed to quarters where they are subsisted at the public expense, and where it is hoped, they may be forever restrained from a renewal of their bloody work of former years.

In arranging the foregoing list, I have had recourse to H. Mis. Doc. No. 47, 2d session, 35th Congress, which contains many of the names mentioned, and much information with regard to the service of volunteers for which pay is now claimed at the hands of Congress. None are included in the list who were killed while bearing arms against the Indians *by whom* they were killed. The list of actual murders foots up as follows: Total number of persons murdered between November, 1847, and January, 1857, a period of a little over nine years, as per list, 259. Twelve others, whose names are not in my possession, are known to have been killed by the Indians of Southern Oregon and their immediate allies, in 1854–55–56, and I estimate the number killed during these three years by the Indians of Northern Oregon and the Territory of Washington, that are not included in the list, at 26; and among them Colonel Moses, collector at Puget's Sound. This gives a total of 297. Add to this number the 64 that were murdered at different times and various places in Oregon, prior to 1847, and it is increased to (361) three hundred and sixty-one. Of these, 237 were murdered by the Indians of Southern Oregon and their allies, the Shastas, and the Klamath, and Pitt Rivers; and 124 by the Indians of Northern and Middle Oregon, and the Territory of Washington. Of the 237 charged to the Indians of Southern Oregon, &c., 169 were committed after the spring of 1852, the time when the Rogue river country commenced being settled; 119, after the establishment of Fort Orford and Fort Jones, the latter in November, 1852, and 100 after the establishment of Fort Lane, in September, 1853, while all three of these posts were garrisoned by United States troops. Of the 124 committed by the Indians of Washington Territory, Northern and Middle Oregon, 81 were committed after the first of 1854. In the remaining number, I have included the crew of the ill-fated Tonquin. But, in no other instance have I gone back to an earlier period than 1834, the date of the first efforts of Protestant missionaries to christianize the Oregon Indians.

I have included the murder of the Agent Wright, &c., in the list, though it occurred (February 23) some months after the war in the Rogue River country had commenced. But it was perpetrated by a tribe of Indians who were professedly friendly, and were being subsisted by the Indian Department. For similar reasons, I have included the massacre at the Cascades, (March 26,) and some others of lesser note, in the same category.

Massacre by the Coquille Indians—Account of the same by one of the survivers.

As the Indians of Oregon, especially the Rogue River and contiguous tribes, are so often represented as the perfect embodiment of all that is generous and noble, I trust that a sample or two of their wonted magnanimity will not be considered out of place here. One of the survivers of the massacre by the Coquille Indians, in August, 1851, in his account of that affair, says: "We left Port Orford with only about five days ration, and had been out twenty. We had failed to reach

the settlements, and were now trying to make our way back to whence we came. On our arrival at the Coquille river, our leader, who was also our guide, gave out from hunger and fatigue, and declared that he could proceed with us no further. Just at this time, we discovered a small party of Indians coming up the river in canoes. This was a most welcome sight, as it gave us hope that from them we might obtain something to eat. In this, however, we were sorely disappointed, for they would furnish us with nothing whatever in the shape of food.

"After some deliberation as to what we should do, we decided to trust to the professed friendship of the Indians, and to take passage with them to the mouth of the river, as we could then keep our guide along with us. Accordingly we engaged our passage, for which we gave the Indians all our blankets.

"We had proceeded down the river but a short distance when we came to a small Indian village, where the Indians were preparing to catch salmon. Here we made another unsuccessful attempt to obtain food. Proceeding on, not yet knowing what stream we were on, the next day, about noon, we arrived opposite a large Indian town within sight of the river's mouth. It had been our intention to proceed immediately to Port Orford *via* the beach the moment we should arrive at the coast; but the Indians thus far had manifested no particular hostility towards us, except to refuse us food, which our guide was anxious to make one more effort now to obtain. Against this the rest of our company remonstrated; but as all the company, except the guide, were recently arrived on the Pacific coast, and consequently knew nothing of the treacherous character of the Indians, his counsels finally prevailed, and we changed our course for the Indian town. Before reaching it, however, we perceived there were as many as one hundred warriors collected in the vicinity of where we were to land; but as they seemed to comprehend our condition, and manifested a disposition to minister to our necessities by showing us food, &c., our confidence in their friendship, which had at first been somewhat shaken, was again restored, and we prepared to disembark, determined to sell the shirts off our back for any quantity of food, however small. We had only touched the shore, however, when we were set upon by the entire body of the Indians and completely overpowered before we had time to make even a show of defense. Five of our number fell on the spot, and the other five, three of them severely wounded, barely escaped. How any of us escaped seems miraculous. We gave the Indians no cause for their attack upon us. We paid them what they required for our passage, and offered to them pay for whatever we tried to obtain of them."

It was the neighbors of these Indians, it will be remembered, who murdered the party of eleven at Port Orford the year before. What is true with regard to the perfidy and treachery of any one of these tribes, is true of all that ever infested any portion of Southern Oregon. **None ever lost an opportunity to murder a white man unless controlled by fear of punishment or the loss of annuities, and instances are very rare in which they have been controlled even by these considerations. War has ever been their most cherished passion, and in order to secure its indulgence there is, as a general rule, no present advantage that**

they will not sacrifice, and no future consequences that they will in the least regard. It is claimed that, in the fall of 1851, the Coquille Indians, to whom the statement I have just quoted refers, were chastised by a force of United States troops under the command of Lieut. Colonel Casey. But the action of these troops amounted to little more than a march into the country occupied by these Indians, and then out of it. The Indians were not in the least subdued, and continued their depredations as before, though fortunately with less success, because their former acts of perfidy had learned the whites to guard against them. No attempt, I believe, has ever been made to punish the Indians who murdered the party of eleven at Port Orford in 1850.

Attempted outbreak of the Rogue River Indians—Massacre of immigrants, &c., by the Modoc tribes, &c., &c.

The murder of Calvin Woodman, June 2, 1852, in Scott's valley, and the escape of the murderer to Rogue river, led to a timely prevention of a general outbreak of the Rogue River, Shasta, and surrounding tribes, which must have been exceedingly disastrous to the young settlements then just planted in that region. At the time of this murder, the tribes of Rogue River valley and the Modocs had already entered into arrangements with each other for the extermination of the whites of the Rogue river country, and also such of the overland immigration as should attempt to pass in over the Southern Oregon route. But, fortunately, the trail of the murderers of Mr. Woodman brought to the camp of the most warlike tribe of the Rogue Rivers (Sam's) a company of Yreka volunteers, under the command of E. Steele, Esq., a gentleman favorably known to the Indians, but who, now that they were bent on war, had no influence whatever over them. After some skirmishing, however, which was participated in by a volunteer company from Jacksonville, the Indians, finding themselves out-generaled, and that the loss in killed was all on their side, expressed a willingness to "make another peace." Fighting was then suspended, and the Indian agent sent for, to whom they promised they would remain peaceable in future; but it amounted to nothing but a promise after all, as subsequent events fully prove. A detailed account of this affair may be found in H. Mis. Doc. 47, second session Thirty-fifth Congress, pages 47–50.

Though Indian hostilities in the Rogue river country were quelled for the time, unfortunately, it was not so along the Southern Oregon emigrant road, near its western terminus. The Modocs, agreeable, no doubt, to the programme arranged with the Rogue Rivers, commenced an indiscriminate slaughter of the first immigrant trains that came within their reach, and so thoroughly did they perform their hellish work, that it seems almost a miracle that one man should escape from their hands to carry the sad tidings to the settlements. But so it was. One man, out of a party of eight, saved himself, when his companions were falling and being hacked in pieces all around him, by mounting a pack-horse, without saddle or bridle or other equipments, and charging directly through the Indian forces. After riding in this manner over one hundred miles, he reached Yreka, and made the acts of the

Indians known. A company of volunteers was immediately organized, and, under the command of Captain Ben Wright, dispatched to the scene of difficulty, where it arrived just in season to save the destruction of a train of "sixteen wagons and somewhere between forty and sixty persons." (See H. Mis. Doc. 47, second session Thirty-fifth Congress, pages 41–42.)

A few days after Captain Wright's company had left Yreka, another company was organized, and left for the same destination, under the command of Captain Charles McDermitt, who was then sheriff of Siskiyon county, (California,) in which Yreka is situated; and about the same time a company from Jacksonville, (Oregon,) went out on the same service, under command of Colonel John E. Ross, and these volunteer forces were soon after followed by Major Fitzgerald, United States army, with a small detachment of dragoons. With all these forces in the field, the Indians were kept from the road, and were unable to commit any more depredations upon the immigration of that season. Twenty-two bodies were found by Captain Wright's company, and fourteen by the company from Jacksonville. Three others were found by other parties, making the total number of persons actually ascertained to have been killed, thirty-nine, as I have stated.

In order to become fully assured that the last of the immigration had passed the most dangerous portions of the road, the force of Captain Wright remained upon the trail some days after the other companies had retired from the field. The Indians, now, that there was little hope of more immigrants to murder and plunder, turned their attention to the few volunteers left, hardly thirty men, rank and file, and by double-dealing and treachery, attempted to cut them off. By means of a squaw, they expressed a desire to make a treaty. Captain Wright, though having no confidence whatever in their professions, informed them that he was ready to hear what they had to say, at any time. Accordingly, they appointed the next morning as the time for a talk, and at the same time requested that some fifty or more of them, who were to take part in the proceedings of the next day, should come into camp and remain over night. This request, too, was granted. Unbeknown to the Indians, however, they were closely watched during the night, and there was no time that their intended victims were not ready for immediate action; that they meditated an attack in the morning when the time arrived for the proposed talk, appeared evident before they had long been in camp, and by morning, Wright, who understood something of their language, knew all their plans, and had arranged his own accordingly. I need not enter into detail in alluding to this affair, but suffice it to say, the "biters were bitten;" hence, the wails of a few pseudo-philanthropists and demagogues who pervert the truth respecting this matter, and then use their perversions to the disparagement of volunteer service subsequently rendered against the same enemy.

Colonel Ross expended nearly one thousand dollars in this campaign, and the members of his company also contributed freely of their means, and neither he nor they have ever asked for, or received one dime in payment, either for such expenditures or for services rendered. Captain Steele, also, who, as I have shown, ventured very material aid

suppressing the outbreak in Rogue River valley, expended between $2,000 and $3,000 in that serviee, which has never been refunded to him from any source, nor have his services been paid. I cite these as instances in which "the plunder of the Indians and the federal treasury" has not been the object of "Oregon volunteers," and others of that vicinity, Oregon officials and other public functionaries to the contrary, notwithstanding. It is, indeed, susceptible of the clearest proofs that, in no case, have Oregon volunteers been actuated by any such motives.

Fort Jones was established by Major Fitzgerald after his return from this campaign; but as it was seldom garrisoned by more troops than necessary to hold possession, it was never of much utility.

Massacre of miners by Rogue River Indians—Trial of the Indians before a citizen's jury—Their conviction, confession, and execution.

The principals in the Galeese creek massacre were the chief "Taylor" and his tribe, (Rogue Rivers,) with a few individuals from other tribes in that immediate vicinity. The victims were miners. Nothing was known of the fate of these men until some weeks after the murder, when "Taylor," and others of his tribe, visited Vanoy's ferry for the purpose of trading; and exhibiting more gold-dust than it was customary for any Indians to have at one time, they were suspicioned of having obtained it by foul means. They were questioned then as to the whereabout of these men. They stated in reply that the party had been washed off from an island on which they were encamped by high water, and all drowned. A further investigation led to the discovery that every one of this party had been murdered by "Taylor" and his band. "Taylor" and some of his head men were then arrested by the citizens of the neighborhood; and there being no courts yet established in that part of the Territory, they were brought before a citizen's jury, where they were tried, convicted, and sentenced to be hung. Finding that this decree was about to be executed, and seeing no possible chance to escape, they related the particulars of the affair themselves, and boasted of the part they had taken in it. They gave a minute account of the manner in which they tortured their victims after they had disabled them, stabbing them in numerous places with knives, as they said, "just to see 'em jump." Of course, they did not plead justification; but, strange as it may seem, their white apologists now make this plea for them.

Origin of the Rogue River Indian war of 1853—*Organization of volunteer troops—List of volunteers killed and wounded—Treaty of September* 10—*Continued hostility of the Indians.*

Owing to the prompt chastisement inflicted upon "Taylor" and his band, Indian murders in the Rogue River country were less frequent during the early part of 1853, and the Indians generally were more profuse than usual in their professions of friendship. These professions, however, proved only a blind under which these same Indians matured plans for a renewal of hostilities on a larger scale. By

resorting to this ruse, the Indians of Rogue river were enabled to augment their strength, unobserved by the whites, by the accession of warriors from the surrounding tribes; and, in the meantime, being allowed to visit the premises of the settlers when so disposed, they managed to steal a considerable number of guns, revolvers, &c., with more or less ammunition. The rubbish thrown into the streets they examined closely, and anything they found in the shape of lead, or other metal that they could mold into bullets, they carried away. These *signs,* to the few settlers in that region who knew much of Indian character, foreshadowed evil; but the greater portion of the citizens there still placed the utmost reliance in the fair professions of the Indians; and it was not until Edwards, Wills, Nolan, and others had been murdered, and the Indians had appeared in force at Table Rock again, and declared for war, that they became aware of the danger with which they were threatened. There was then no time to parley, and volunteer companies were organized forthwith, and so disposed as to hold the enemy in check until the aid of the regular troops at Fort Jones could be invoked, for which purpose messengers were immediately dispatched to that post. The messengers reached Fort Jones at noon, August 8th, and six hours after Captain B. R. Alden, fourth United States infantry, with a detachment of about twenty men—all his available force, and more than *proved* available—was on the march for the scene of difficulty, where he arrived on the 10th.

Meanwhile, the danger becoming more and more imminent, and it being ascertained that not more than a half score or so of regular troops could possibly be brought into the field for weeks to come, if at all, additional volunteer companies were enrolled, and the term of service of all made "for during the war, unless sooner discharged." Such of the volunteer companies as were organized when Captain Alden arrived, placed themselves at the disposal of that officer, and, at his suggestion, were by him formally received into the United States service. Other companies were afterwards raised and received into the service in the like manner. What transpired subsequently, in the field, is principally of record, and need not be repeated here. For those to ponder, however, who seek to disparage the service rendered on this occasion by volunteers, and who so grossly misrepresent and distort the object of the war, I append the list of killed and wounded, which I believe has never been published.

LIST OF KILLED.—OWENS'S COMPANY.

First Lieutenant Thomas Frizzell, } In affair of Lieutenant Frizzell, at
Private James Mungo, } Long's Ferry, August 28.

GOODALL'S COMPANY.

Isham P. Keith,
Frank Perry,
Asa Colborn,
Alfred Douglass,
L. Stockting,
William Neff,
} In affair of Lieutenant Ely, on Battle Creek, August 17.

John Scarborough, in affair on Evans Creek, August 24.

LAMERICK'S COMPANY.

William R. Rose, on detached service, August 10.

MILLER'S COMPANY.

Frank Garnett, in affair of Lieutenant Griffin, on Applegate Creek, August 10.

WILLIAMS'S COMPANY.

Thomas Phillips, in affair on Applegate Creek, September 14.

LIST OF WOUNDED.—COMMISSIONED OFFICERS.

Brigadier General Joseph Lane, commanding, } In affair on Evans's
Captain B. R. Allen, Fourth U. S. Infantry, } Creek, August 24.
First Lieutenant B. B. Griffin, in his affair on Applegate Creek, August 10.
First Lieutenant Simeon Ely, in his affair on Battle Creek, August 17.

PRIVATES.—MILLER'S COMPANY.

George W. Anderson, in affair of Lieutenant Griffin, August 10.
William Duke, } In affair of Captain Miller, on the Southern Oregon
Joseph Watt, } Emigrant road, October 4.

LAMERICK'S COMPANY.

John R. Hardin, mortally, August 10; died August 14.
John W. Hillman, by accidental discharge of gun, August 19.
Isaac Adams, by accidental discharge of gun, August 19.

GOODALL'S COMPANY.

Zebulon Sheets, in affair of Lieut. Ely, Battle creek, August 17.
John Alban, in affair of Lieut. Ely, Battle creek, August 17.
James Carrol, in affair of Lieut. Ely, Battle creek, August 17.
Henry Flesher, in affair on Evans's creek, August 24.
C. C. Abbott, mortally, (died September 2,) in affair on Evans's creek, August 24.

RHODES'S COMPANY.

Thomas Hays, in affair on Evans's creek, August 24.

Total killed and died of wounds received during the war, fifteen—including Captain Alden, who died of his wounds in 1855. Wounded, thirteen; of whom Lieutenant Ely, Anderson, Carrol, and Hillman, were disabled for life. Total killed and wounded, twenty-eight.

From the foregoing it would seem that, if the early settlers of Rogue River valley were the "unprincipled and ungovernable wretches" they

are represented to have been—"far deeper down in the scale of human degradation than any Rogue River Indian was ever known to be;" and that they provoked and instigated this war from mercenary motives, as is alleged, (House Doc. 114, 2d session 35th Congress, pages 40–43,) they paid dearly for it; and it must appear surpassing strange that they should "originate" another war, so soon after as 1855, with these same Indians. These allegations and inuendoes, however, to which I have alluded, both as regards the character of the people of Rogue River valley and the origin of this and other Indian difficulties of that region, are without the least semblance of truth, and can never be sustained under oath, either in whole or in part, without subjecting the affiant to the pains and penalties of perjury. But something more of this hereafter.

The last engagement with the Indians in this war occurred on the 24th day of August, and on the 10th of September a treaty was signed, the terms of which are well known. The Indians were well satisfied with the sale of their lands, and with the country set apart for their exclusive occupation; which, indeed, was of their own choosing, and included much of their best hunting-grounds, and, what was of infinitely greater value to them, all their old fisheries. But the spirit of war was still rife in the minds of the young warriors, and the older ones, including most of the chiefs, encouraged it. But one chief only would bide the stipulations of the treaty with regard to the surrender of criminals to be tried by law, and he, for aiding in the capture of a fugitive, was killed by Indians who were bent on a renewal of hostilities, whatever the consequences might be. It was in the indulgence of this passion for war that they murdered Mr. Kyle (October 6) in less than one month after the treaty had been signed. This murder was committed, it will be remembered, within about two miles of Fort Lane. In justice to the troops, however, then stationed at that post, it must be said that it was mainly through their exertions that the principal in the murder of Kyle, and the two alleged by the Indians to have been the principals in the murder of Edwards (August 4) and Wills, (August 5,) were arrested, and finally brought to punishment. It was for aiding in the arrest of these criminals that the chief "Jim," whom I have mentioned as being willing to fulfill his treaty obligations, was killed.

The murder of Kyle gave a fresh impulse to the war spirit that was then pretty generally prevailing among the Indians, and for awhile it seemed very apparent that open warfare would be immediately resumed. But the action of the military just mentioned seemed not to have been anticipated by the Indians who had been taught to regard the regular troops as their especial friends and allies, and served for the moment to disconcert their schemes, and finally to remove their field of operations to a more respectful distance from the military posts. Accordingly, such as were to continue in the actual commission of depredations—and these included the chiefs John, George, and Limpy, who were parties to the treaty just signed, and Tipsy Ty-se, who promised at its signing to conform to its requirements—selected the Siskiyon mountains, towards Yreka, and other mountainous localities towards Crescent City for the scenes of their perfidious and bloody

operations in the future. Such as remained upon the reserve in compliance with the treaty, were under the immediate control of "Sam," the principal chief of the tribes of Rogue River valley, who succeeded in establishing the most friendly relations with the military and the Indian departments, and at the same time converted the reservation into a rendezvous, as well as a retreat, for the Indians who were actively engaged in depredating upon the lives and property of the whites, receiving a full share of the plunder thus obtained. Thousands of dollars' worth of property—mostly stock and provisions—were thus lost to the settlers residing even in the immediate vicinity of the reserve, where it was supposed order could be maintained very conveniently by the troops at Fort Lane, for which not one dime has ever been paid by way of remuneration. In connection with the Modoc and Shasta Indians these depredations were continued across the Siskiyon mountains into the settlements of Cottonwood and of Shasta valley, and so seriously was life and property jeopardized in that region, especially in the district of Cottonwood, that Captain Alden, still commanding at Fort Jones, placed in the hands of the settlers there all the muskets he could possibly spare from his post in order that they might be the better enabled to defend themselves whenever necessary. That this precaution on the part of Captain Alden was imperatively demanded by the exigencies of the times, appears very evident from the murders committed in that vicinity by the Indians in January, 1854, saying nothing of the depredations upon property, which were then of almost daily occurrence, and continued to be so long afterwards.

The murder of Gibbs, &c.—Treachery of the Indians.

The killing of Gibbs, Hudgins, Whittier, and others, (August 17,) though occurring after hostilities in Rogue River valley had become general, was nevertheless an outright murder, because it was committed by a tribe of Indians who were professedly friendly, and were, at the time, being wholly subsisted at the private expense of Mr. Gibbs and some of his neighbors, and provided with comfortable quarters within a stockade which the settlers of the vicinity had built for their mutual protection. The Indians being thus comfortably situated were enabled to choose their own time and mode of attack, an advantage they soon availed themselves of by murdering their immediate benefactor, and four other persons who had just arrived overland from the east, and had stopped at this place to remain a few days to avoid the dangers of the war that was raging further on. Mr. Gibbs was shot with his own rifle by an Indian whom he had often employed, oftener fed, and sometimes clothed gratuitously, and in whom he had the utmost confidence. Several persons were wounded at this time, some of them severely, and a considerable amount of property, belonging to Mr. Dunn, on whose premises the stockade was built, and to other parties, destroyed. No loss whatever occurred on the part of the Indians.

Continuation of hostilities by the Indians of Southern Oregon, in 1854—*A council of war held by the tribes of Southern Oregon and Northern California—A war of extermination the theme—Volunteers ordered to the relief of the overland immigration.*

The murder of Hulen, Clark, Oldfield, and Mayden, (in January,) was no new demonstration of hostility on the part of the Indians, but a continuation of that kind of warfare which they had resumed after the close of the Rogue River war of 1853, and the military at Fort Lane had manifested a disposition to compel them to observe their treaty stipulations by taking part in the arrest and trial of the murderers of Edwards, Wills, and Kyle. Hulen and his companions, as will be seen by referring to the list, were killed while in pursuit of stock which the Indians had stolen and driven to the mountains. The troops at Fort Lane interfered with the Indians in this instance only to the extent of marching to the cave, (about twenty-five miles distant,) into which the Indians had retired after accomplishing their bloody work, firing two shots from a howitzer, which served only to frighten the Indians into making another promise to behave better in future, and here the matter was dropped and the troops marched back again to Fort Lane, having accomplished simply—nothing. It was to the neighborhood in which Hulen and other victims lived that Captain Alden disbursed the arms, as before mentioned—a precaution that proved to be taken none too soon, and with good cause.

The Indians now, being assured by what had just transpired that they could settle all difficulties with the military and Indian departments by falsely accusing the whites of being "the first aggressors," and by renewing their old promise of better conduct in future, began again to prepare themselves for more extended operations. The better to conceal their intentions, however, they affected to entertain the kindliest feelings towards the whites, alleging on every convenient occasion, that they were desirous that peace and confidence should be fully restored, and that it should become permanent. But in the meantime they were very assiduous in their efforts to procure arms and ammunition, to obtain which they scrupled at nothing. It was for this purpose that they murdered Phillips, (April 15,) and Gage, (June 15,) securing in both instances that which they so much coveted.

About the time of the murder of Gage nearly all the tribes of Southern Oregon and of Northern California met in council at a place on Klamath river, about sixteen miles from Fort Jones, and, perhaps, forty miles from Fort Lane. This council was convened clandestinely and on purpose to arrange a programme for the prosecution of the war then in contemplation. And, but for the influence exercised over the Scott's Valley Indians by E. Steele, Esq., whom I have mentioned as having acted a prominent part in suppressing Indian hostilities in 1852, the fact that this council convened at all would, probably, never have been known to the whites—at any rate, not until after its plans had fully matured and were being put in execution. The fact that this council was to convene was first made known to Mr. Steele, who immediately communicated it to Judge A. M. Rosborough, then an

Indian agent for Northern California. Agent Rosborough took prompt cognizance of the matter, and ascertained precisely what the object of the council was. He says, (H. Mis. Doc. No. 47, Thirty-fifth Congress, second session:) "In June, 1854, I was informed by several chiefs of the Scott's and Shasta valley tribes that runners had been sent to their tribes to summon them to a general war council to be held at a point on the Klamath called Horse creek. I consulted with Lieutenant J. C. Bonnecastle, United States army, then stationed at Fort Jones. He and myself concurred in the propriety of advising the chiefs who had reported the movement to attend the war council and report to us the whole proceedings.

"The chiefs returned from the council and reported the tribes of Illinois river, Rogue river, and the Upper Klamath river, and its tributaries represented in the council, and all but themselves (the chiefs who had reported the movement to me) were for combining, and commencing in concert an indiscriminate slaughter of the whites.

"The Upper Klamath or Klamath Lake Indians (with the exception of the tribe of which La Lakes is chief) commenced their depredations by killing whites and stealing stock, and a report was current among the friendly Indians that those hostiles intended to destroy the immigrants as fast as they came from the valley of the Humboldt."

To frustrate the plans of the Indians with regard to the immigration, Governor Davis, of Oregon, in the absence of any action by United States troops, caused a company of volunteers to be enrolled at Jacksonville and dispatched with all possible haste to the scene of danger in the Klamath Lake country. Just in advance of this company on its march into the hostile country were a few citizens from Yreka, who were going to meet some friends and warn them of the impending danger. But on their arrival at the place where the massacre of August, 1852, took place, they found the Indians in force along both sides of the road, well prepared, and evidently with the intent to resume their bloody work of former years upon the first of the immigration that should come within their reach. After some skirmishing they fell back to the Oregon company, which they joined, and thus accomplished the purpose for which they set out. The company remained in the field for some three months, and the good that it accomplished can never be computed except by those on whose behalf it was rendered. Every individual of that year's immigration that passed the Humboldt for Yreka or Jacksonville were guarded through the hostile country, and, so far as injuries by Indians were concerned, either in person or property, reached their destination unharmed. As in all other instances, however, where volunteers have been called into the field in Oregon, the motive which actuated and sustained this service has been grossly misrepresented; by those, too, who should have removed the necessity for its rendition. This being the case, a word in its vindication may not be out of place here. I quote from the reports of officers of the Indian department, who, be it observed, seldom acknowledge the justness or necessity of any volunteer service ever rendered in the suppression of the Indian wars and difficulties, of which Oregon has been so prolific. General Palmer, in 1854, while superintendent of Indian affairs for Oregon, reports offi-

cially respecting the hostile disposition of the Modocs and Pi-utes, against whom this expedition was sent, as follows: They "have always evinced a deadly hostility to the whites, and have probably committed more outrages than any other interior tribe. The Modocs boast, the Klamaths told me, of having, within the last four years, murdered thirty-six whites." In a subsequent communication, not official, (see House Mis. Doc. No. 47, Thirty-fifth Congress, second session,) he says: "That portion of the southern emigrant road between the head waters of Humboldt river to the crossing of the Siskiyon mountains has ever been infested by Indians who seldom allow an opportunity to pass without stealing, plundering, and murdering emgrants, if they had the power to do so." Respecting the service of the volunteers, he adds: "In August, 1854, I visited the Indians inhabiting the country about Klamath lake. That visit, and the presents distributed, the sending messengers to the Modocs, Mo-e-twas, (Pi-utes,) and Sho-sho-nes, together with the presence of a mounted and well-armed volunteer force in their country, contributed to restrain those lawless bands from committing their usual depredations.

"Previous to my expedition to the Klamath country, I had expected that a detachment of United States dragoons would be directed to scour the country between Fort Lane and Fort Boisé, on Snake river, crossing the mountains on the emigrant road (the southern) and passing through the country of the Modocs and Sho-sho-nes, but from some cause this was not done. * * * * * * * *

"There can be no doubt but that the presence of the volunteer force * * * tended materially to render a safe conduct of the emigrants through the country occupied by these lawless tribes in 1854."

Mr. Palmer visited only the tribe of La Lakes, whom Agent Rosborough represents, and doubtless correctly, as being friendly. Without an escort similar to the one he anticipated, which he mentions, it would have been the height of folly for him to have attempted to visit the hostile tribes, whom the volunteers were sent to hold in check until the immigration should pass them. Mr. Palmer was fully aware of this, and, prior to his setting out for the Klamath country, wrote to Mr. Culver, the agent for the Table Rock reserve Indians, and residing at Fort Lane, that he should anticipate the arrival in that country of troops from that post about the time he should reach it. Mr. Culver replied that no troops would be sent into that country from Fort Lane, but that "fortunately a company of volunteers had been sent out by the governor, which would doubtless answer the desired purpose." I quote Mr. Culver from memory, as this correspondence does not appear in the regular report of the Commissioner of Indian Affairs. It may be found, however, on the files of the Commissioner's office. Thus it is evident that Mr. Culver, at the very time this volunteer service was called into requisition, considered it necessary, even for the protection and safety of the highest functionary of the Indian department in Oregon, whose errand among the Indians was one exclusively of peace, or, in other words, to purchase their friendship for a valuable consideration in such goods as they most desired, and had previously obtained only by murdering and plundering the whites. Mr. Culver's report is entitled to much weight, because his location was such that it ena-

bled him to know of his own knowledge whereof he states. His testimony, too, with regard to the disposition of the Indians at this time, in and around Rogue River valley, is corroborative of what I have before stated. He says, in his report of July 20, (see Report Commissioner of Indian Affairs, page 296:) "It was, and is now, a general belief among the settlers in the valley that a war with the Indians here this summer is inevitable, and on two or three occasions it appeared as though such a calamity was indeed near at hand. But, by prompt attention, aided by the generous forbearance of our citizens," &c., "peace has, so far, been preserved." This peace was pretty generally observed in Rogue River valley during the remainder of the year, but only because the proceedings of the council on the Klamath had been discovered. After the Indians became aware that their plans were known to the whites, and that the service of volunteers was again called into requisition, to thwart their purposes with regard to the immigration on the Southern Oregon road, those of Rogue River valley and the immediate vicinity ceased their depredations upon the lives and property of the settlers, in a great degree, and quietly resumed the garb of friendship, which, as a general rule, they retained until the following spring. But while this was the happy result of the precautionary measures adopted by Governor Davis, with regard to the safety of the immigration *via* the Southern Oregon route, unfortunately no such measures were taken for the safety of that upon the northern route, and the consequenccs, as will be seen, were widely different.

The massacre of immigrants near Fort Boisé—Statement concerning same.

The murder of some twenty-two persons, (August 19 and 20,) on the Northern Oregon emigrant route, near Fort Boisé, was the direct result of an overweening confidence in the Indians on the part of the military and Indian departments, and participated in, perhaps, to some extent, by the Oregon public. If the military stationed in the northern part of Oregon had gone out upon the road, instead of remaining in quarters during the summer, and warned the immigration against the perfidy and treachery of the Indians, and afforded such protection as the exigencies of the case demanded, or had volunteers been appointed to this service, as upon the southern route, the victims of the Ward massacre, at least, (seventeen in number,) would doubtless have been saved. But, as the fact that this massacre occurred is generally admitted, I will confine my remarks respecting it to some of its details, just to show some of the gross inconsistencies—to call them by a mild name—of the demagogues and pseudo-philanthropists who seek to disguise the real Oregon Indian by representing him as possessing such ennobling traits of character as are seldom found within the realms of civilization. I quote from a statement made to an Oregon newspaper ("The Oregonian") by a gentleman who was one of a party of citizens that went to the scene of the massacre a day or two after it was committed, to rescue, if possible, any persons who might be found alive. On arriving at the place where the attack was made, they found the body of Mr. Ward and five others, and, within a short

distance, the body of Mr. Ames. Proceeding along the trail the Indians had taken, about two hundred yards from where the first bodies were found, the body of Miss Ward was discovered. The correspondent says:

"She had been shot through the head with a musket. Her person was much bruised, her hands showing signs of her having fought most desperately to resist the fiendish attacks of these savages upon her youthful person. The marks of teeth were plainly visible upon her left cheek. A hot iron had been thrust into her private parts, doubtless while she was alive, to punish her for her resistance and their (the Indians) being unable to accomplish their hellish ends upon one so young. * * * * * * *

"The body of Mrs. White was found, stripped of its clothing. She had been scalped, her head beat in with clubs, and a musket ball had passed through it. Her person showed signs of the most *brutal violence.* * * * * * * *

"Here the body of Mrs. Ward and three children were found. That of Mrs. Ward was lying in the encampment, (just deserted,) in front of the fire. It was robbed of all its covering and was much scarred by brutish bruises. Her face bore a deep wound, inflicted with a tomahawk, which probably caused her death. They had also violated her person; and what rendered the sight still more shocking, she was soon to have become a mother again. The children were lying on the fire, having been held there by the hair of their heads until burned to death, and the mother doubtless compelled to witness the scene. Several parts of limbs were picked up some distance from the fire, having been dragged away by the wolves or the Indians' dogs."

This, and other cases cited, I think, is sufficient evidence that it is with the real, and not the imaginative or poetic Indian that the people of Oregon have had to deal. The author of the foregoing statement has for several years held a prominent position in one of the departments of the regular service in Oregon, and is a man of well-known integrity. His statement is corroborated, too, by Agent R. R. Thompson. (See report Com. Indian Affairs, 1854, page 278.)

Hostile demonstrations of the Southern Oregon Indians, in 1855—*Origin of the war of* 1855–56—*Organization of Colonel Ross's regiment of volunteers—Organization of the volunteer force under the proclamation of Governor Curry—List of the killed and wounded of Ross's regiment—Ditto (partial) of the first and second regiments.*

The timely discovery, in June, 1854, that the Indians of Southern Oregon and Northern California, in a council convened for the purpose, had formally declared a war of extermination against the whites of that region, and the precaution that followed on the part of the latter caused the tribes of Rogue River valley and vicinity to delay, for the time, the execution of their part of the programme which the council had adopted. But in the meantime a more extensive combination was effected, including, it is believed, nearly all the tribes of Oregon and Washington, and Northern California. During the progress of these arrangements, comparatively few depredations were committed by the

Southern Oregon tribes or their immediate neighbors. But as soon as spring set in, the more impatient among them resumed their depredations upon property, and occasionally upon life. As early as June, however, these depredations, both upon life and property, became more frequent, and were participated in by nearly all the tribes in the vicinity, those upon reservations as well as those who were not. The murder of Dyer, McKew, and Philpot (June 1, 2) was perpetrated by a party or tribe of Indians from Table Rock reserve, and within a very few miles of Fort Lane. Troops from that post went in pursuit of the murderers on this occasion, but being unable to capture them, a company of volunteers, under command of Captain Fry, and neighbors to the murdered men, started upon their trail, and soon compelled them to flee to the regulars as a means of safety. The volunteers then returned home, and the Indians were escorted back to the reserve by the troops, where, after receiving a slight reprimand from the officers in charge, they were allowed to depart again whithersoever they would, with no restraint upon them whatever.

The murder of eleven men, July 28, on Klamath river, was also participated in by the Indians of Table Rock reservation, to which they were traced by volunteers, enlisted for the purpose, in the vicinity of where the outrage was committed. Property was found among these Indians which belonged to their victims, and was surrendered to the volunteers through and by the advice of the military and Indian officers at the reserve; but the murderers were not surrendered, even upon an executive requisition. Two only were ever surrendered for trial, and these not until after the war, which soon followed, had commenced. Nor did the depredations of the Indians cease with the murders just cited, but, on the contrary, they became more frequent, and were committed in a more defiant and daring manner. The murder of Keene, Fields, Cunningham, and Warner soon followed, though with regard to these cases the proof is not positive against the reserve Indians—that is, it is not positively evident that they were interested in them as principals, but there can be no doubt that they were accessories after the fact, if not before, as the trail of the murderers was traced to an encampment of reserve Indians, who had gone outside their reserve limits in defiance of the proper authority, and had insolently and positively refused to return. That the reserve Indians were engaged in the massacre of October 9, near Evans's ferry, is generally admitted, even by those who apologize for the act.

The massacre near Evans's ferry, (Rogue river,) October 9, was a premeditated affair, whatever has or may be said to the contrary notwithstanding, and instigated chiefly by the Indians of Table Rock reserve, by whom it was consummated with the aid of Indians from the Umpqua and others that were not in annuity with the United States. All the chiefs, (except "Sam,") with their respective tribes, were absent from the Table Rock reserve at this time, and had been off and on, at will, for a long time previous. "Sam" remained upon the reserve even after the war that followed this massacre had become general—not, however, because he was averse to it; but to play the spy upon the regular troops, into whose confidence he had succeeded in ingratiating himself to the fullest extent, and to direct the move-

ments of those tribes who were openly prosecuting the war accordingly. As I have already indicated, the military and Indian departments had ceased some time previous to have any controlling influence over these reserve Indians, or any others, and so far as either of these departments were concerned, the Indians were the absolute masters of the country—going when and where they pleased, murdering and plundering whom they pleased, and returning to claim and receive the protection of the authorities they had set at defiance, whenever necessitated to do so by the citizens, whom they had outraged beyond further endurance. That this was emphatically the case, is proved beyond all question, I think, by the facts I have adduced respecting the murders and other depredations these reserve Indians had previously committed, for which no punishment was inflicted, and no guarantee taken that such atrocities should not be continued. At different times and places during the four and a half months immediately preceding this massacre, be it observed, these Indians had murdered in cold blood not less than nineteen unsuspecting citizens, wounded many more, and destroyed a no small amount of property. Yet they were represented as perfectly harmless and peaceable by those having them, or who should have had them in charge, and no means were taken to prevent the continuance of the atrocities just cited, on whose authors, except in the case of two who participated in the massacre on Klamath river, July 28, no punishment was ever inflicted. But to the massacre under consideration.

For several weeks prior to the 9th of October, such of the reserve Indians and others as were afterwards found to have been designated to commence the general slaughter of the settlers in and around Rogue River valley, were in the habit of holding nightly *pow-wows*, in different parts of the country—off the reserve, of course—and generally in pretty close proximity to the settlements; so near as to be distinctly heard, and to create misgivings as to their meaning. Very frequently, too, parties of them would visit the settlers in the daytime, and very often painted and otherwise decorated in their customary war style. But when interrogated as to the meaning of these warlike demonstrations, they invariably replied that they were merely on a hunting excursion, and that their *pow-wows* were simply meetings for the purpose of gambling. These representations seemed not altogether out of character, and for the time served to allay the suspicions of the settlers. But it soon became evident that the number of the Indians was increasing at such a rate as would soon place the destruction of the settlements in their power, if such was their design. Their meetings, too, became more boisterous as they grew larger, and the parties visiting the whites became more insolent and overbearing, and wore a more warlike appearance. Such was the state of things on the morning of the 9th of October, and such had been the state of things for some time previous in the very neighborhood in which the massacre took place.

In the execution of their bloody work, the Indians divided their force into several parties, and made their attack at different points in the neighborhood almost simultaneous. The chiefs, "George" and "Limpey," commanded in person along the road; but the leadership

of the several parties designated to murder the families were delegated to such warriors as had either been in the employ of, or had been suffered to loiter about the premises of their intended victims until they had learned where and how to deal the surest and most fatal blow. Those who were foremost in the attack at Wagoner's, Jones's, Haines's, Harris's, and so on, were well known to those families, had been in their service from time to time, and had often received favors and kindness from them when out of it. In the attack upon Jones's house, he was killed at the onset, and Mrs. Jones mortally wounded, though not utterly disabled for the moment. Seeing her husband dying, and the Indians cutting him in pieces, she fled towards some brush which was near by, whither she was immediately followed by an Indian who had been in the employ of her husband, and in whom she had placed the greatest confidence. Seeing none but this Indian following her, and thinking that perhaps he might still be her friend, she awaited his approach, and then implored his protection. His reply was, "You damned b—h, I'll kill you," and thereupon fired at her with his revolver. The shot took effect only in her arm, but she fell as if dead; and he, supposing his shot had been fatal, left her and returned to his companions. Mrs. Jones escaped to Vanoy's ferry, where she died the next day. At Wagoner's, no one escaped to tell the particulars of the attack there; but the Indians themselves, even now, boast of the affair, and do not hesitate to say who were engaged in it. Their story of the matter does not conflict with what I have stated. They state, also, the manner in which they accomplished their purpose. It seems that the house was first set on fire, and Mrs. Wagoner and her daughter were then compelled to remain in it until burned to death. Their nearly consumed remains were found in the smouldering ruins of the house on the following day. The Indians were equally successful at Haines's. At Harris's, however, they were suspected before they could get possession of the house, and consequently their work was less complete. Finding themselves suspicioned, they commenced the attack somewhat prematurely, and consequently succeeded in killing only three of the five they intended. Mr. Harris received a fatal wound at the first fire; but falling partially into the house, his wife and daughter, the latter severely wounded, succeeded in drawing him inside and barring the door so effectually as to keep the Indians without. While dying, Mr. Harris instructed his wife how to load and use the rifle, and bade her defend herself to the last; an order that she most heroically obeyed. For nearly twenty-four hours she defended herself against the besiegers, and was then rescued by some volunteers from Jacksonville. Master Harris and Mr. Reed were in a field close by when the attack was made, and both fell a prey to the enemy. The other victims of this massacre were mostly travelers, some of whom belonged in the Willamette valley. Mr. Gwin was an employé of the Table Rock agency, and was killed on the reserve.

There were circumstances preceding this massacre, and intimately connected with it, which I think it highly important that they should be understood. The people of the vicinity, in which this lamentable affair occurred, had been repeatedly warned by their friends, who resided in nearer proximity to Fort Lane and Table Rock agency, of

the overt acts and the general insubordination of the reserve Indians, and the utter inability of the Indian and military authorities to restrain or control them; and that, as a consequence, a war must soon ensue. But these wholesome warnings were, in every instance, counteracted by the officials in charge at the reserve, and by politicians who sought to gain an advantage over their opponents in Southern Oregon by charging them with inciting the Indians to acts of hostility "in order to create opportunities to plunder the public treasury." Though, as the list shows, the Indians had recently committed numerous murders and other aggressions upon the citizens of Southern Oregon and Northern California, and had been permitted to repeat them at will, so far as any authority of the general government was concerned, yet these politicians, orally, and through the medium of a licentious press, continued to assure the public that the Indians meditated no harm, and, at the same time, alleging that the murders, &c., that the Indians had already committed were instigated by certain white men having "plunder for their object." And officers, of both the Indian and military departments, who had been grossly derelict and had otherwise erred in the performance of their duty in the premises, found the reproduction and repetition of these false accusations very convenient to shield their derelictions and incompetency from public scrutiny.

Mrs. Wagoner, one of the victims of the massacre, had been warned of the hostile attitude of the reserve Indians by her friends at Jacksonville, where she was visiting on the 7th, (two days before her death,) and where she was urged to remain until the Indians should return to the reserve, or means be taken to guard the settlements against them. She decided to go home, however, and accordingly on the morning of the 8th set out on her journey, calling at Fort Lane on her way to inquire whether, indeed, any cause existed for the apprehensions her friends had expressed, and receiving the customary assurance from the commanding officer at that post that such apprehensions were utterly groundless. Here, too, she was joined by two of the politicians I have already alluded to, who were journeying her way and accompanied her home, where they remained over night. On reaching home, Mrs. Wagoner informed her husband of what she had been told, and stated it as her opinion that matters were much worse than the officers at the fort, and the gentlemen who came with her, would acknowledge. He then sought his guests, of whom he made inquiry respecting these matters himself, and received substantially the same answers that had been given to his wife. They represented the Indians at the agency as being perfectly quiet, when they knew that the opposite was the case, and that for weeks the Indians there had set all authority at defiance, and had murdered citizens with perfect impunity. They took this occasion also to repeat certain calumnies which they, in connection with others, had devised and promulgated against a few political offenders residing at Jacksonville, which were to the effect that these individuals were trying to incite Indian hostilities so as to gain an "opportunity to plunder the public treasury." The object of these calumnies was to bring reproach upon the parties accused by creating the public impression that they were the cause of the murders and depredations the Indians had already committed, and should be

held accountable if worse results followed. In the morning Mr. Wagoner's guests departed for their homes just in time to escape the fate that on that day befel their hostess and her daughter, and all other persons in that immediate vicinity. Mr. Wagoner, from whom I received these statements, happened to be absent from his house when the Indians made the attack, and therefore escaped. His first knowledge of the affair was, when, on his return to within sight of his premises, he found his house in flames and surrounded by the Indians.

As the list of murders indicates, the treaty of September 10, 1853, with the Rogue River Indians, and the establishment of Fort Lane at that time, afforded no protection to the citizens of that region, no barrier whatever against Indian murders and depredations, which the legitimate authorities permitted to increase unatoned, until forbearance on the part of the whites could no longer be exercised without involving the loss of many lives and the total destruction of all the settlements in the Rogue river country. During the period that intervened between the close of the war with those Indians in 1853, to the *open* declaration of war by the same Indians in October, 1855, the people of Rogue River valley did not molest nor interfere with them in any manner whatever, but left their management and all dealings with them wholly and exclusively to the military and Indian department. Yet, as the list proves, the adoption of this policy served only to increase the difficulty, since Indian murders and depredations became more and more frequent, those departments proving utterly incapable of suppressing them or of bringing their perpetrators to justice. The murder of Dyer and McKew, June 1; Philpot, June 2; Peters, July 27; Hennessey, Parrish, and the nine others, July 28; Keene, September 2; Field and Cunningham, September 24, and Warner the next day; all occurring within four and a half months prior to the massacre of October 9, saying nothing of those committed previous to June 1, were left to be attoned for to the military and Indian authorities; but I believe that in no instance were the Indians punished for any of these offenses, or any restraint whatever put upon them. After the killing of the three first named, a detachment of regular troops belonging to Fort Lane went in pursuit of the Indians, and, after having secured them, through the efforts of citizens, however, whom the Indians had marked for their prey, let them go again without holding them to any account, or placing them under any restraint whatever. In the case of Peters, Hennessey, Parrish, &c., volunteers were raised in the neighborhood where the massacre occurred, who traced the Indians directly to Table Rock reserve, where they found property which had belonged to their murdered friends. Such of this property as could be indentified was surrendered to the friends of the victims through the instrumentality of the Indian agent and the officer in charge at Fort Jones. But as to the offenders, if they were demanded at this time to be given up, by other than the volunteers, the demand was totally disregarded then, as afterwards. Two only of these Indians, out of, probably, twenty-five or thirty, directly engaged in the massacre, having for their accessories every Indian upon the reservation, were ever surrendered for trial by law; and these, not because of the justness of the demand, but to keep up a show of friendship until the plans for a general war then

in contemplation should be more fully matured. Upon the promise of the authorities at the reservation that the Indians should be justly dealt with for this offense, the volunteers returned home. This promise, however, was never fulfilled. But it is due to the officer in command at Fort Lane, to state that it was currently reported that he attempted to fulfill his part of the promise by trying, some weeks after the massacre took place, to arrest those who were actually engaged in it, but was forced to desist by the whole body of the reserve Indians appearing in arms against him and forcing him to retire to his post; leaving them masters of the field and exceedingly jubilant over their victory. In the case of Keene, a detachment of troops from Fort Lane reached the scene of the murder, about twenty miles distant, on the third day after it had been committed, but did not pursue the Indians. In the case of Field, Cunningham, and Warner, however, I am glad to say, there was a commendable effort made by Major Fitzgerald, United States army, who had just then arrived at Fort Lane with his troop, to trace up the murderers; and, in so doing, very gladly accepted the service of citizens, who acted as guides. The Indians, however, had too great a start to be overtaken, but were traced to within a short distance of the camp of the Butte Creeks, who, some time before, had left the reserve in defiance of the proper authority, and now, as they had repeatedly done, refused to return, and dared the Indian agent to make the attempt to compel them. He, however, made no effort to enforce his authority, either with regard to this particular tribe, or those others who had left the reserve with the same hostile intentions, and were already menacing the settlements of Illinois valley and its tributaries, Applegate and Deer creeks, as well as those which came to be the scene of the massacre of October 9.

From early in the previous spring up to the very moment of the outbreak in October, the Indians had been under very little restraint from either the Indian or military departments, and on this account had been active in making preparations again to carry out the programme arranged by the Klamath council, in June, 1854. It was to this end that they left the reservation, (all except the chief Sam and his tribe,) and took up positions at different points in and around Rogue River valley, that, in a warlike view, possessed the greatest dvantages. The chief "John," with his tribe, took to the mountains between Rogue River and Illinois valleys, where he could have easy access to both, as well as the settlements on Applegate and Deer creeks. "George" and "Limpy" took stations further down Rogue river, and in close proximity to the settlements which became the scene of their bloody operations of October 9. The Butte Creeks, in conjunction with the Modocs, occupied the country along the eastern limits of Rogue River valley from the reservation southerly to and across the Siskiyon mountains, thus completing a cordon of outposts around Rogue River valley and the settlements of Applegate and Deer creeks, and partially around those of Illinois river. Some of these positions the Indians had occupied for weeks, and some, indeed, for months, prior to the 1st of October, though generally not by so large a number as at that date. These things were fully known to the military at Fort Lane, as well

as to the Agent Ambrose; but yet they continued to assure the public that no danger need be apprehended.

From the time that Major Fitzgerald traced the murderers of Field, Cunningham, and Warner, to or very near the camp of the Butte Creeks, when the purpose of the Indians that were in a state of insubordination to the regular-constituted authority became too apparent to be misunderstood, a company of volunteers acted as a safeguard for the Butte Creek settlement, and for the settlements of Upper Rogue River valley, which contained not only many families, but all the flour mills in the Rogue river country, which it was essential to the public welfare should be saved, whatever might be the result of the threatening demonstrations the Indians were making. The greater portion of this company, however, remained in the Butte Creek neighborhood to watch the movements of the hostiles there. In the meantime the Indian agent and the military made several ineffectual attempts to induce the Indians, the Butte Creeks particularly, to return to the reserve. The last effort made by the regular troops was on Saturday, October 6th; but, meeting with no better success than before, they returned to quarters, leaving the volunteers still to guard against the enemy, as he was now proved beyond all doubt to be. The Agent Ambrose, taking with him Mr. Lupton, who was well and favorably known to these Indians, made his last effort to induce them to return to the reserve on Sunday, October 7th. Their reply to him was that they *would not return;* that they had decided on war, and were now prepared for it; that they could easily kill all the "Boston men," (meaning citizens,) because they were all cowards and would not fight. A conclusion they would very naturally come to after being permitted to go scott free for the numerous murders they had committed during the two previous years. In this state of defiant insubordination the agent left them, and, after visiting the camp of the volunteers, where he left Lupton, returned home.

With the termination of the last-mentioned interview with the Indians, ended all hope that peace could be restored, or the settlements of Rogue River valley preserved from destruction, unless compulsory measures were at once adopted to disperse the hostiles, and if nothing more, compel them to seek the protection of the authorities at the reservation, as had been their custom in times past when punishment for their enormities was likely to be inflicted by citizens. They were gaining, too, in strength by daily accessions from contiguous tribes who were not in annuity with the United States, (the Modocs and others,) and in addition to their declarations for war, had just taken possession of the house of one of the settlers of that neighborhood—its inmates, Mr. Ducker and wife, escaping under the cover of night while their would-be-murderers were approaching. Accordingly on the evening of the 7th, when the result of the agent's efforts of that day was made known to the volunteers, it was decided to delay action no longer than was absolutely necessary. The order of attack was then arranged, and the next morning put into execution. The attack was commenced while it was yet too dark to distinguish one Indian from another, and by this reason it so happened that several squaws and children were killed. None were killed after it became light

enough to distinguish the sexes. I mention this fact because the action of the volunteers on this occasion has been grossly misrepresented. They are accused of having attacked a "few squaws and decrepit old men," and murdered them with more than savage cruelty. Such, however, is not the fact. If no other testimony could be obtained to refute the accusation, the loss on the part of the volunteers would be good evidence that there were other than cripples, squaws, and children in the fight on the other side. Two of the whites, Lupton and Sheppard, were wounded, mortally, and some seven others more or less severely. It is true, as has been said, that the bodies of but few warriors were found on the ground after the action was over. But this was owing to the fact that the Indians observed their usual custom in such cases, and carried off their warriors as fast as they became disabled or killed. But few warriors escaped, and such of the tribe as remained when the affair ended, returned to the reserve somewhat wiser for their experience, if less in number, and were there properly cared for. This is the affair in which Lupton has been represented as the leader. But it is due to truth, as well as to the volunteers who served on that occasion, to state that he had no lot or part in it except in the way I have indicated. He was not even a private of the volunteer corps, had nothing whatever to do with its organization, nor had he the control of a single individual belonging to it. He came to the volunteer camp as I have stated, in company with the Indian agent, to whom, as well to the military at Fort Lane, the purpose and every movement of the volunteers from the day of their organization, about a week previous, was fully known. Even the affair itself occurred within hearing of the fort, and the agency, not over a half hour's march for dragoons from the former, and perhaps an hour's ride from the latter, and though the action last some seven hours, yet no protest against the proceedings of the volunteers came from either of those authorities, at that time, or at any time previous, and for very good reasons. The troops and the Indian agent had lost all control, little as they ever had, over the Indians, and the service of the volunteers was absolutely necessary, not only to save the settlements of the Upper Rogue River valley from certain destruction, but also for the safety of the regular troops themselves. For the Indians, since their repeated and unsuccessful resistance to the regular military authority, held regular troops in not much higher estimation than they did citizens, upon whom they had been permitted to depredate almost unceasingly, and with perfect impunity, during the two previous years.

The precaution taken by the people of the upper Rogue River valley with regard to the Butte Creek Indians, served to put the people of Illinois river upon their guard against that portion of the Indian force that had obtained a position in that vicinity, and thus frustrated the enemy's designs with regard to that region of country. The Indian agent, too, some time in September, had privately intimated to certain of his friends there that a general war with the Indians was inevitable, and that they had better lose no time in preparing for it. Acting upon this intimation, and in view of the hostile attitude the Indians generally had assumed, a messenger was sent to Crescent City, California, for arms. This was on or about the first of October; at any rate, it

was before the affair with the Butte Creeks had taken place. Some twenty rifles, belonging to the State of California, were by this means obtained and brought into Illinois valley, just as hostilities had become general and arms of this description much needed. By the timely precaution of the people of Illinois valley, Deer creek, &c., their settlements were saved, though their loss in stock was considerable.

Unlike their neighbors just mentioned, the citizens near Evans's ferry took no measures to guard against the Indians, even those stationed in close proximity to them, and therefore were easily overcome, as I have shown in my statement respecting the massacre that occurred there, (October 9,) to which I need not refer in detail now. As to the report, however, that this massacre was a "retaliatory act"—the result of the affair with the Butte Creek Indians on the 8th—I have to say, that in truth it has no foundation whatever; that it originated with a clique of politicians, who had for their object the injury of a few men whom they could not control in political matters, and for this reason sought to render them odious to the community in which they lived, by charging them with being the instigators of the various murders which the Indians had from time to time committed. I have referred to a couple of the representatives of this clique in my "remarks" upon the massacre here mentioned; they who counseled Mr. Wagoner and his family falsely on the morning of October 9th, and had also done the same at other points along the road they traveled the day previous. It was not until this report and these accusations had gained a wide publicity in Oregon, that they were appropriated by officers of the army and of the Indian department, and ingrafted in their reports. And it will here be observed, that the identical officers who have thus placed these misrepresentations upon record, are those who permitted the Indians to become their masters, and were solely responsible for the difficulties and enormities thereby engendered.

On the 12th of October, Colonel John E. Ross, of the ninth regimental district of Oregon, by virtue of his commission, and pursuant to a resolution of the citizens of Jacksonville and that vicinity, assumed command in his district, and commenced the organization of a regiment of mounted volunteers for the defense of the settlements in the Rogue river country against the hordes of hostile Indians by which they were menaced on every hand. On the 14th he had nine companies, consisting of about 500 men, under his command, and on duty in the most exposed portions of his district, including the settlements of Rogue River and Illinois valleys, and those of Applegate creek, Deer creek, Butte creek, Galeese creek, Grave creek, Cow creek, (in the adjoining county, Douglas,) and Sterling. Several of these companies, however, had been organized and on duty at some of the points mentioned since the day of the massacre at Evans's. The regiment, between the 14th of October and 1st of November, was increased to fifteen companies, consisting, rank and file, of about 750 men. The almost instantaneous appearance of so large a force in the field disconcerted the plans of the Indians, and those under the chief "John" sought their mountain retreats to await a more favorable opportunity to carry out their cherished designs, but, in the meantime, continued to destroy such property, stock, &c., as they could

get at without incurring too much risk. Those under "George" and "Limpy," however, who commanded at the massacre on the 9th, attacked the settlement at the mouth of Galeese creek on the morning of the 17th, but were repulsed by Captain Lewis, who had just been stationed there with a company of about forty men. The Indians kept up the attack during the day, and retired under the cover of night. The loss on the part of the volunteers was four killed and seven wounded. Among the latter was Captain Lewis himself. No whites were killed except such as belonged to the company. What the loss of the Indians was is not known; undoubtedly, it was considerable.

On the 22d of October the Indians attacked the settlements in Cow Creek valley, but, as Captain Rinearson, with about sixty men, was on duty in that quarter, they were unable to effect a very great slaughter of the settlers, but they destroyed a very large amount of property. In this affair, Captain Rinearson had one man killed and one wounded. Some of the settlers were wounded, and, if I remember correctly, several were killed.

Finding their plans for the destruction of the settlements anticipated at every point by the volunteers, the Indians concentrated the greater part of their force in the Grave Creek hills, securing a position almost impregnable, and affording them easy access to several of the settlements. Here they were attacked on the 31st of October by a considerable force of regulars and volunteers—the former under the command of Captain Smith, United States army, commanding at Fort Lane, and the latter under Colonel Ross. In addition to these, however, there were two other companies of volunteers under the command of Major Martin, which were a part of a new organization that had been ordered by the governor to supersede Ross in the command in his district. The Indians, however, had secured a position so well fortified by nature that, without field-pieces, which the troops did not have, it was impossible to dislodge them. The seige was kept up for nearly two days, when the troops withdrew, having in the meantime become destitute of rations and short of ammunition. The loss in this affair on the part of the volunteers was seven killed and twenty-two wounded. Of the regulars several were killed and a number wounded, among the latter Lieutenant Gibson. What the loss of the Indians was is not known. They claim to have lost in killed not more than ten. Probably their loss was much greater. When the troops withdrew it was with the intention to return and renew the seige as soon as the requisite artillery and about ten days' rations could be procured. This, however, was prevented by the promulgation of the governor's celebrated "General Orders No. 10," which directed Colonel Ross to leave the field, so as to leave the way clear for the new volunteer organization to which I have already alluded. Some pretext for this action on the part of the governor being considered necessary by his political advisers, it was alleged in the same document "that armed parties (meaning Ross's regiment, coöperating with the regular troops) had taken the field in Southern Oregon with the avowed purpose of waging a war of extermination against the Indians in that section of the Territory, and had slaughtered, without respect to age or sex, a band of

friendly Indians, on their reservation, in despite of the authority of the Indian agent and the commanding officer of the United States troops stationed there." Not one of these allegations, however, was true in any particular—a fact that was as well known to those who devised them as to those against whom they were directed. Never, in any instance, from the time it was set apart for the exclusive occupation of the Indians, did the whites, in any capacity, invade the reservation, or interfere with the Indians thereon, nor did they ever commence or contemplate a war of extermination.

I have already demonstrated that the Indians, even those who were known to have been at different times active anticipants in highway robberies, murders, and all sorts of enormities, when upon the reservation, were perfectly secure, so far as citizens were concerned; and that they never had cause to apprehend danger, when there, from any source whatever. And, so far as any contempt "of the authority of the Indian agent and the commanding officer of the United States troops" is concerned, no such contempt was ever manifested. In confirmation of this, I will state that on the occasion referred to, *arms* and *ammunition* were supplied to these "armed parties" by the said "commanding officer of the United States troops," and the bond of indemnity given for the same by Colonel Ross, was *witnessed* by the said "Indian agent." These arms were musketoons, about thirty in number, and such as were not returned at the close of Ross's service, were paid for at the government price. On the 9th of November, Colonel Ross assembled at Vanoy's ferry such companies of his command as could be temporarily spared from their posts, and there mustered them out of the service, to wit, four companies: Alcorn's, Bruce's, Wilkinson's, and R. L. Williams's, in order that they might be organized into a battalion, according to the proclamation of the governor. The other companies he discharged, as their places could be occupied by the new corps. Things being now fixed more to the governor's mind, and more in accordance with the aims of his advisers who conceived that by supplanting Ross in the command in his district, they had gained a political advantage, an account of the war, somewhat in detail, was now commenced and continued until the close of the service. This account, being of record, though in many particulars exceedingly erroneous, as I have instanced by citing the governor's "General Orders No. 10," is already in the possession of Congress, where, I trust, the errors I have pointed out, if no more, may be totally refuted, and that justice, simple justice, may be meted out to all concerned.

As regards the accusation which is so often repeated, to wit: That the war was originated solely "for the purpose of speculation," it would seem as though the facts I have already adduced, ought to be sufficient to prove that charge utterly unfounded. But in further corroboration of testimony on this head, I will here remark, that the first supplies that were furnished to Colonel Ross's command, were raised in the form of a contribution. That is, at the convention which passed the resolution calling upon the colonel to take the field, farmers, merchants, and others, came forward and obligated themselves each to advance or furnish a stated amount; some, such a number of beeves; others, such a quantity of flour, and so on, until full rations were thus

guaranteed. The people of that region had too much experience in such matters to regard this as a good opportunity for a profitable investment, and accordingly, every member of the community contributed, as he thought his means would warrant, and the necessities of the case demanded. The very great number of the bills of purchase are illustrative of this fact. Money was worth from three to five per cent. a month on three and four months' paper, and, as a consequence, all articles of supply had a corresponding value. Hence, it was no object, in a pecuniary point of view, to furnish supplies at the prices specified, nor would it have been, had these prices been doubled. The prices agreed upon, however, approximate very nearly to those paid in cash by the officers of the regular service at Fort Lane and Fort Jones, in the neighborhood of which, except in a few instances, supplies for the volunteers were procured. Some of the supplies for Ross's command, as well as for the subsequent service, were procured at Crescent City, California, which fact is additional proof that the charge of "speculation" preferred with such a flourish, has no foundation in truth whatever, as, indeed, it has none.

List of killed and wounded of the ninth regiment, Colonel Ross.

LEWIS'S COMPANY.

In affair at Galeese creek, October, 17:
Killed—Privates J. W. Pickett, Samuel Sanders.
Wounded—Captain W. B. Lewis; Privates W. A. J. Moore, Milton Blacklige, Donais Lewis, Allen Evans, John Erixson, "Umpqua Joe," (Indian,) Israel Adams, mortally, died November 17; Benj. Tufts, mortally, died November 26.

RINEARSON'S COMPANY.

In affair at Cow creek, October 22:
Killed—Private Charles Johnson.
Wounded—Private Daniel Boon.

In affair at "Bloody Springs," October 31—November 1:
Killed—Privates J. W. Miller, James Pearcy, Henry Pearl.
Wounded—W. H. Crouch, Ephraim Yager, Enoch Miller.

WELTON'S COMPANY.

In affair at "Bloody Springs," October 31:
Wounded—Private John Kennedy, mortally; died November 7.

R. L. WILLIAMS'S COMPANY.

In affair at "Bloody Springs," October 31—November 1:
Killed—Private John Winters.
Wounded.—Thomas Ryan, William Stannus.

HARRIS'S COMPANY.

In affair at "Bloody Springs" October 31—November 1:
Killed.—Private J. A. Pedigo.
Wounded—Privates L. F. Allen, John Goldsby, Thomas Gill, C. B. Hinton, Wm. Ira Mayfield, Wm. M. Hand, Wm. Purnell, Wm White.

BRUCE'S COMPANY.

In affair at "Bloody Springs," October 31:
Wounded—Private C. C. Goodwin.
Total killed and mortally wounded during the service, eleven. Wounded more or less severely, twenty-two.

Partial list of the killed and wounded of the second regiment Oregon mounted volunteers.

BAILEY'S COMPANY.

In affair at "Bloody Springs," October 31—November 1:
Killed—Private John Gillespie.
Wounded—Privates John Paukey, John Walden, John C. Richardson, J. Laphar, T. J. Aubrey.
In affair January 23, 1856:
Killed—Privates J. L. Gardner, Thomas Gage.
Wounded—Private Jeremiah Taylor.

KEENEY'S COMPANY.

In an affair at Little Meadows, November 27:
Killed—Private William Lewis,
Wounded—Private J. N. Rice,
" Private D. Sexton, } Williams's company.
" Private Robert Gammill, }
" Private J. Long, Rice's company.

GORDON'S COMPANY.

In an affair at "Bloody Springs," November 1:
Wounded—Privates J. M. Fordyce, William Wilson, and Hawkins Shelton.
Total, four killed and thirteen wounded.

Partial list of the killed and wounded of the first regiment Oregon Mounted Volunteers.

CORNELIUS'S COMPANY.

In an affair in Yakima valley, November 8:
Wounded—Privates Stephen Waymire and G. Holmes.
In affair of Colonel Kelley, in Walla-Walla valley, December 7, 8, 9, and 10:
Killed—Captain Bennett and Lieutenant Barrows. Privates Henry

Crow, John Kelso, S. S. VanHagerman, Jesse Fleming, and J. Sturtevant.

Wounded—Captains Wilson, Layton, Munson, and Lieutenant Shephard. Privates F. Duval, Casper Snook, T. J. Payne, F. Crabtree, Nathan Frye, Isaac Miller, A. M. Addington, J. B. Lewis, G. W. Smith, Ira Allen, and John Smith.

Total, seven killed and seventeen wounded.

Total loss of the three regiments, as herein specified, twenty-two killed and fifty-two wounded. The lists of the first and second regiments, however, are quite imperfect, especially that of the second. Their loss was considerable more than is here represented, probably enough to increase the number of killed to thirty-five, and the wounded in a corresponding proportion. None of the losses, on the part of the volunteers of Washington Territory, are herein enumerated.

The number of persons not connected with the service, who were murdered during the war by Indians *openly* at war, and consequently not included in any list, is not known. I estimate it at forty. It is probably more; I think it cannot be less. This increases the number of citizens killed during the war, allowing my estimate with regard to the first and second regiments to be correct, to seventy-five. A recapitulation gives the following result:

Murdered in times of peace, and by Indians supposed to be friendly	361
Murdered by Indians avowedly hostile	40
Killed while in service, war 1853, 1855, and 1856	50
Total	451

Of this number, three hundred and eighty-seven were killed during the nine years preceding 1857.

Superintendent Palmer's report relative to Indian difficulties in 1854.

Having now alluded to some of the many difficulties which the Indians of Oregon have precipitated upon the settlers there, I will briefly allude to the official reports of Superintendent Palmer, wherein he claims, specifically, that the Indians of Southern Oregon have been ill-used by the whites. In his report, under date of September 11, 1854, (Report of the Commissioner of Indian Affairs for the same year, page 257,) he alleges that "seven squaws and two children were killed and several men and children wounded" by the miners of Aulthouse and Sailor Diggings; that, on the 15th of February, and prior to the 8th of May, "twenty-three Indians and several squaws were killed, (page 25 same report,) under the direction of a Mr. Miller, at the mouth of Checto river; that, on the 28th of January, sixteen Indians were killed, at the mouth of Coquille river, (page 269,) by volunteers under the command of Captain G. H. Abbott."

Now with regard to the killing of the "seven squaws" &c., it is probable that Mr. Palmer derived his information from the Indians themselves who hoped by such a story to elicit his sympathy and thus obtain a larger amount of presents, or that he derived it from other sources equally as unreliable; for, though it was sufficient to incorporate in his report, he did not consider it of sufficient account to cause the arrest of the alleged offenders.

With regard to the affair at Miller's, Mr. Palmer assumes (upon Indian testimony no doubt) that the whites were wholly in the wrong. But his report in this respect is inconsistent with itself, inasmuch as he states that "Miller was subsequently arrested and placed in the custody of the military at Port Orford; but on his examination before a justice of the peace, was set at large on the ground of justification, and want of sufficient evidence to commit." (Page 259.)

Respecting the affair of Captain Abbott, some of the most prominent and law-abiding citizens of Oregon were engaged in it, and there is no doubt but what it was absolutely necessary as a measure of self-defense. It was conducted in a deliberative open manner, and all the proceedings promptly reported to the Indian agent in that district, with the request that they should be forwarded to the Indian superintendent. (Page 274.) It is understood, too, that the agent, F. M. Smith, upon whose report of this matter Mr. Palmer relied when he reported to the Commissioner, afterwards made a counter report exonerating the citizens from all blame. That it so appeared to the government, is evident from the fact that Captain Abbott has since been appointed to an Indian agency within the Oregon superintendency.

In the report of the Indian Commissioner of 1855, there seems to be no charges preferred by Mr. Palmer of the character just mentioned. In the Commissioner's report for 1856, Mr. Palmer has published charges against the people of Oregon similar in every respect to those preferred by General Wool, none of which can be sustained by testimony. But as the charges promulgated by each of these officers are contained in substance, in the memoir and report of Captain T. J. Cram, relative to the Territories of Oregon and Washington, and to which I shall hereafter allude, I need not refer to them here. Suffice it to say, that if Oregon's friends would but display half the effort to render a true history of these Indian matters, that her enemies make to establish a false one, neither Congress or the country could long be deceived respecting them.

"*The Topographical Memoir and Report of Captain T. J. Cram, relative to the Territories of Oregon and Washington.*" (*House Doc. No.* 114, *Thirty-fifth Congress, second session.*)

No one who has ever sought to bring reproach upon the people of Oregon, in connection with the Indian wars and difficulties—which, in their own defense, they have been compelled to suppress—has done so more unscrupulously than the author of the above-mentioned document. The following extracts, and the remarks relative thereto, will exhibit the end he had in view:

"The discovery of gold in the Rogue River valley attracted, with some well-disposed persons, many of the most unprincipled and ungovernable white men from all countries, * * * acknowledging no law but that of force, and in their hearts and acts far deeper down in the scale of human degradation * * * than any Rogue River Indian was known to be, before or since the discovery of gold in his valley." (Page 40.)

Captain Cram has overdone the thing so far here, that he has evidently defeated himself. The discoverers of gold in Rogue River valley were formefly of Ohio, and those who were "attracted" by this discovery were, as a general thing, natives of Ohio, Illinois, Iowa, Wisconsin, Missouri, and Kentucky, as were those also who settled upon the agricultural lands, and none of them bore the least resemblance to the "unprincipled and ungovernable wretches" our captain has described. Indeed, there was nothing in that country to call such a community of "wretches" together. The discovery of the mines led to no excitement, and was hardly known beyond the limits of Oregon and the northern tier of counties in California for months afterwards. There was no wealth in the country, except what was in the ground, where every one had to dig for it if he got it. The Indians did not own a hoof of stock, or possess any kind of property, except a few guns, which they had obtained by murder, robbery, and theft, that could be of the least utility to the whites, even had they have been the "wretches" they are represented.

"In the autumn of 1852, 'a party of citizens, under conduct of one Captain Ben Wright, massacred over thirty Indians out of forty-eight, who had come into his camp by invitation, to make a peace.' * * * * * As a natural result of this treachery, the tribe (Modocs) combined with the Rogue River Indians in the following summer, (1853,) and attacked a settlement near Jacksonville.

"We thus have what are believed to be the provocation and beginning of the Rogue River war of 1853." (Pages 40, 41.)

As regards the "treachery" here spoken of, it happened to be all on the other side, as I have shown in my statements respecting Indian difficulties in 1852; and as to its "result," I have to say, that the Indians referred to had no hand in the attack upon "a settlement near Jacksonville," at the time mentioned. That they were hostile, is true. So they ever had been from the time they first set eyes on a white man, and so they are even now. But in 1853 their field of operations was along the Southern Oregon emigrant road, where they had murdered not less than thirty-nine unoffending citizens the year before, and in the settlements of Cottonwood and Shasta valley, near Yreka, California. For this reason a detachment of United States dragoons, from Fort Jones, and a company of volunteers from Jacksonville, were sent to give armed protection to the immigration passing through their country. What the "provocation and beginning of the Rogue River war of 1853" was, I have already shown by citing the facts. What the Indians themselves said was the cause of it, after it was concluded, was, that a Mexican, who was temporarily residing at Jacksonville, had purchased a squaw of them, for which he had not paid the full price agreed upon.

"The gallant general who figured as the hero of the closing scene of this three days' war was elected and took his seat in Congress as delegate from Oregon soon after. * * * The notorious Ben Wright not long after was appointed sub-Indian agent at Port Orford, and came to his death in the spring of 1855 (February 23, 1856) by treachery at the hands of Indians on Rogue river—in their view, a just retribution for his own treachery." (Page 43.)

General Lane was elected delegate to Congress in June, two months before the Indian outbreak in Rogue River valley occurred. He was *appointed* to the command of the volunteers in the war by Acting Governor George L. Curry. He superseded Captain B. R. Alden, fourth United States infantry, who had been elected colonel by the volunteers at the captain's own request.

The appointment of Wright, at the instance, and during the administration of Indian Superintendent Palmer, whose sympathy for, and confidence in, the Indians was unlimited, is the most positive proof that the charge so often reiterated against him is entirely destitute of any foundation whatever. Instances are known where Superintendent Palmer took the word of a lying, thieving Indian in preference to that of one of his agents, whose statement could have been corroborated by the oaths of numerous respectable witnesses. Is it a supposable case, then, that he would have been instrumental in getting the appointment to an agency of a man who treacherously murdered Indians by the wholesale? Certainly not.

"It was the design to gather all the bands along the coast of Oregon and place them upon it, (the coast reservation,) there to teach them agriculture and the arts, and to forever prevent whites from acquiring the rights of soil upon it; it is certainly not to be denied that some of the Indians, especially in the upper part of the Rogue River valley, may have objected to the treaty, and evinced some reluctance to comply, but they had two years' time allowed in which they were to make preparations and go, and it is believed (by whom?) that had the whites shown patience, and forborne to interfere, the superintendent would have had them all removed within the time specified, and Oregon would have been saved the shame reflected upon her by the commission of those most outrageous deeds that followed, such, for example, as that perpetrated by one Lupton and his party, 'who killed twenty-five friendly Indians, eighteen of whom were women and children,' and that perpetrated by one Hank Brown and party, at Looking-glass prairie, in killing from eight to ten friendly Indians, invited there by the settlers for protection and safety. From such acts of cruelty can it be at all surprising that a retaliatory spirit was manifested on the part of the Indians?" (Pages 43, 44.)

These are the grounds upon which General Wool, Captain Cram, and their associates base their charge that the war in Southern Oregon in 1855–56 originated exclusively with the people there. The utter falsity of the accusation concerning "one Lupton and his party," I have previously shown. The story about "Hank Brown and his party" was trumped up by political demagogues who wished to oust Colonel Ross from the command in his regimental district, and first appeared in the "Oregon Statesman," a paper devoted exclusively to

the interests of the party in which these demagogues held prominent positions. It was nothing more than a sensation article, written for a specific purpose, and without the least regard to truth.

"The design to gather all the bands along the coast of Oregon" upon a reservation, did not include any of the tribes of Rogue River valley, as intimated; consequently they had no occasion to "evince reluctance to comply." These were parties to the treaty of the 10th of September, 1853, and, though failing in every particular to comply with their treaty stipulations, were still receiving their annuities. The Indians who were included in this design, however, were the same who so "treacherously murdered" the agent, Wright, and some twenty-three others, February 23, 1856, while "the whites" were exercising that same "patience and forbearance" that Captain Cram thinks *would* have been so very beneficial.

"Now, can any conscientious man believe that the intelligent, industrious officer Captain Smith, (United States army,) who was then, (at the beginning of open hostilities in 1855,) and who had been, in command at Fort Lane, in the very center of these Indians, (of Rogue River valley,) during the period of more than two years previous, would not have known and reported to headquarters a necessity, if there was one, of more military force than that of the United States already there to meet the exigency in the district of which he was the responsible commandant? No report was made by him or either of the commandants of Fort Jones or Fort Orford expressive of any such necessity." (Pages 44, 45.)

That no such report was made by either of the officers mentioned is but too true. But if Captain Smith, "the responsible commandant" in the Rogue river district, did not think additional military force necessary, why did he furnish guns and ammunition to Colonel Ross, who was at the time in command of a volunteer regiment, and was operating against the identical Indians referred to? The fact that he did so is, I think, a sufficient answer to the interrogatory quoted. But may there not be some hidden motive for coining and persisting in the false declaration that no additional force was necessary at this time? Major Fitzgerald, United States army, with his troop of dragoons, was at Fort Lane when the Indians threw off their disguise of friendship and commenced the open and indiscriminate slaughter of the whites, and, so far as he was permitted, (he was not in command at that post,) entered into the campaign that followed with a zeal never before or since manifested in that region by any officers of the regular service in command of troops. But for some reason, (?) yet unknown, he was ordered from the field at the very moment when his services were of the greatest value, and directed to proceed forthwith with his company to Fort Vancouver, distant a march of 21 days, (see p. 56,) where, upon his arrival, he was sent into winter quarters, and his valuable services thus lost to the people of Oregon during the war. This was certainly a very great blunder, or something infinitely worse, on the part of "the commanding general," (Wool,) and to own the additional "military force" necessary, would be equal to an acknowledgement of his error. But there are circumstances connected with this matter that very naturally give rise to the apprehension that this

act of General Wool was not wholly a blunder, but that it was in part the result of that deep-rooted prejudice which he has so often manifested in his official reports against the people of Oregon. Major Fitzgerald's policy, too, with regard to the control of the Indians, as shown by his acts, was widely different from that of the general and the commandants at the several posts mentioned. *He* was for enforcing treaty stipulations, and holding the Indians strictly amenable to white men's laws, as far as was necessary to the public security. *They* practiced the reverse of this, seeking to secure these ends by coaxing and flattery, and accomplishing absolutely nothing except in the way of ministering to the Indians' vanity and to their inherent hatred of the whites, by teaching them that the citizens were their inferiors and aggressors upon their rights. In his sympathies, too, the major was with the whites, upon whom he must have regarded this war as having been precipitated in consequence of the derelictions and the unsound policy of his brother officers commanding at the several posts in the Rogue river country, and that vicinity. He took an active part in tracing the Indians who murdered Field, Cunningham, and Warner, (September 24, 25,) and, along with volunteers, went promptly to the relief of the settlements that were attacked by the Indians, (October 9.) After the organization of Colonel Ross's regiment he coöperated with that officer in securing and removing to Fort Lane and turning over to Captain Smith several Indians who were supposed to be spies, but against whom positive proof of this was wanting. This was the last service that he was permitted to render on behalf of the people of Southern Oregon. Having presented the material facts connected with the recall of the major from the field at the critical period mentioned, I leave it for others to form their own conclusions as to the motives that induced it.

"The governor says he was moved to call out this force (two battalions to succeed Ross) 'by a petition,' * * * which, (according to Captain Cram,) if granted, would bring occupation for eight hundred men and as many horses for the ensuing winter, and they would only have to ride about and kill Indians until planting time next spring." (Page 45.)

Evidently a little too anxious to make out a case. Planting time in Rogue River valley is from September to about the first of April.

"These battalions, with the title of 'southern army,' were under the command of Brigadier General John K. Lamerick, and it is not surprising that, with such an array, and the well-known hostility of many of the citizens, some of the Indians flew to their arms and others to the United States military posts for protection." (Same page.)

"These battalions" superseded Colonel Ross's regiment (volunteers) November 10, 1855; "Brigadier General John K. Lamerick" was not appointed to the "command" until about the 1st of February, 1856, and did not arrive in Southern Oregon for several weeks afterwards. The Indians had "flew to their arms" certainly prior to October 31, else why was Captain Smith, with three commissioned officers and eighty-five regulars, in the Grave Creek hills fighting them on that and the following day? So, with "the well-known hostility of many of the citizens," some of the regulars, and among them "the respon-

sible commandant" of the Rogue river district, were a little hostile too, even at that early period! As to the Indians who "flew to" *Fort Lane* "for protection," it might with propriety be asked why they were away from it, and why they did not return some months sooner, at the prayerful solicitation of the commanding officer there, and of their agent? They belonged upon Table Rock reservation, and had no right off from it.

"It has already been said that an immediate effect of the organization of the governor's southern army was to cause some of the Indians to stand to their arms. One of their first acts afterwards was to attack the little party of ten, under Lieutenant Kautz, fourth infantry, (United States,) * * * on the 25th of October, 1855." (Page 46.)

The governor's "southern army" was not fully organized until November 10, fifteen days after this affair of Lieutenant Kautz. Only two companies of this force were raised prior to October 31, and they were present at the affair of that date, in the Grave Creek hills. This was their first appearance in Southern Oregon, and here they coöperated with the regular troops. It is true, that Colonel Ross's regiment was in the field at the time mentioned, but it had been furnished with arms by the commandant at Fort Lane, with the express approbation of the Indian agent at Table Rock reservation, and had not been, and never was, recognized by the governor. So this cannot be the force included under the title of "southern army."

"No effort of Captain Smith could persuade the volunteers to go round and take the Indians in the rear, while the regulars would charge in front, and it seems only fifty out of two hundred and fifty of the volunteers of the governor's southern army could be induced to take any part in the action, after coming to the point where, with resolution, they could have been instrumental in capturing the whole body of Indians in arms." (Page 47.)

This refers to the affair in the Grave Creek hills, October 31 and November 1, at which but two companies, Gordon's and Bailey's, of the governor's southern army was present, and these were all that were organized of that force at that time, and the list shows that Gordon had three men wounded, and Bailey five wounded and one killed. On the part of Ross's regiment, Rinearson had three men killed and three wounded; Welton, one killed; Williams, one killed and two wounded; Harris, one killed and eight wounded; Bruce, one wounded. These were all the volunteer companies that were present, and their list of killed and wounded shows that if they "could not be induced to take any part in the action," they were exceedingly reckless of danger, at least. The truth about this matter is, the Indians had selected a place so well fortified by nature that it was impossible to rout them from it without artillery, which the volunteers did not possess, and the regulars had not brought with them. In proof of this, I quote Captain Cram's own words, (pages 46 and 47:) "Several charges were made by the regulars, but the men were picked off so effectually by the Indian rifles that but little advance was made into the thicket." * * "The greater portion of the regulars were dragoons, and their musketoons proved utterly inadequate to cope with the rifles in the hands

of the Indians." Some of Ross's regiment were armed with the musketoon also. Why was this fact omitted?

"On the 9th of the same November, (1855,) while Major General Wool, United States army, in command of the department of the Pacific, was at Crescent City, (about 110 miles from the scene of difficulty in Rogue River valley,) on his way to the field of Indian hostilities (which he did not reach by 250 miles) which had broken out in the preceding month in the Yakima country, to the north of the Columbia, he received the first intelligence of the fight just described, and it was then that he also first received authentic information of the governor's declaration of war, and of the southern army of his volunteers being in existence." (Pages 47, 48.)

This, so far as regards "intelligence of the fight," (affair in the Grave Creek hills,) and "the governor's declaration of war," is doubtless correct. The governor's proclamation, calling for volunteers for the service in Southern Oregon, did not reach Colonel Ross's headquarters, only two miles from Fort Lane, until November 7; and it could not have reached Crescent City earlier than the 9th; and by due course of mail the report "of the fight" could not have reached General Wool's quarters, at Benecia, until some time after he had left for "the field of Indian hostilities in the Yakima country!"

"General Wool's presence in Southern Oregon at this juncture (November 9, 1855) was exceedingly opportune. He was personally in a position to enable himself to judge of the necessary measures to be taken for the future duties that would properly devolve on the troops under his own command in this district." (Page 48.)

Unless he had some of it in his shoes, General Wool, I believe, never set foot on an inch of Southern Oregon soil. His presence, which was so "exceedingly opportune," and the "position that enabled him to judge of the necessary measures to be taken" was aboard one of the Pacific Mail Steamship Company's fine steamers, which touched at Crescent City, California, and Port Orford, Southern Oregon, on her trips to the Columbia river. The scene of the war then raging in Southern Oregon, where troops were required, was about seventeen days' march, including time occupied in preparations after landing, from either of the towns named. In what respect, then, did the deck of a steamer off the coast of Oregon afford a better "position to judge of the necessary measures to be" adopted, than the general's own quarters at Benecia?

But did not General Wool know long previous to the 9th of November, 1855, that the Indians of Rogue River valley were in a state of insubordination to the military and all other authority? Did he not know of the unprovoked murder by these Indians during that part of the year 1855 which had already passed—saying nothing of previous murders—of Hill, May 8; Dyer and McKew, June 1; Philpot, June 2; Peters, July 27; Hennessey, Parrish, Gay, and eight others, July 28; Keene, September 2; Field and Cunningham, September 24; Warner, September 25; Mrs. Wagoner and seventeen others, October 9? Did he not know, too, that the people of Rogue River valley and vicinity had been defending themselves against these Indians and their allies for nearly or quite a month previous to the 9th of November? If he

did not know these things, where were those commandants of Fort Lane, Fort Jones, and Fort Orford, who should have reported them; and why did he order Major Fitzgerald with his troop to strengthen Fort Lane? If he *did* know them, why did he order Major Fitzgerald and his troop out of the Rogue River district, and into winter quarters, when in the very height of his usefulness? These are some of the many things connected with General Wool's administration of military affairs in the department of the Pacific that his adulators do not care to discuss, but which they strive to screen from public observation by appropriating and hurling against the people of Oregon anathemas and calumnies coined by political demagogues, and originally promulgated against a few individuals through the columns of a malignant party newspaper.

"On the 8th of March, (1856,) Lieutenant Colonel Buchanan landed at Crescent City, and in one week after had his command in motion. The force from Crescent City left on the 15th, and encamped at the mouth of Rogue river (Ord's company skirmishing there with the Indians) on the 20th of March." (Page 49.)

This landing at Crescent City, be it observed, was not until five months after the massacre near Evans's ferry, (October 9, 1855,) which led to the organization of Ross's regiment of volunteers, and precisely four months after General Wool had been "personally in position to enable himself to judge of the necessary measures to be taken for the future duties that would properly devolve on the troops under his own command in that district." From this it would seem that, at the time he secured this "position," November 9, there were no present duties to perform.

* * * * "By the last of June (1856) the Rogue river war was at an end, and all the Indians that had defied the 'southern army' of Oregon so successfully were either at or on their way to the coast reservation in western Oregon." (Page 53.)

No allusion is made to the service of the volunteers who remained in the field during the winter, while the regular troops were in their comfortable quarters, waiting, according to the instructions of their commanding general, (p. 48,) "to receive and protect from violence (!) all friendly Indians who would come in and express a willingness to go, in the following spring, to the reservation set apart for them." Nor is the fact mentioned that the governor's "southern army" participated with the regular troops, even in the closing scenes of this war, Superintendent Palmer says, (Report of the Commissioner of Indian Affairs for 1856, pages 216 and 217:) "On the 9th, (June,) General Lamerick, in command of the volunteers, arrived at Big Bend, (Rogue river,) bringing the women and children (Indians) previously taken by Major Latshaw, (volunteer,) accompanied by sub-agent Metcalf. * * * * * On the 2d of June, Major Reynolds and Captain Angur (United States army) were directed, with their companies, to follow down the (Rogue) river as far as the mouth of the Illinois, and retain possession of that post, and collect any scattering Indians who might be found in that vicinity. These companies were accompanied by Captain Bludsoe and his company of volunteers, who had been operating along the coast between Port Orford and Chetco.

Major Reynolds was to remain at the mouth of Illinois river, Captain Angur to pass down the north, and Captain Bludsoe down the south banks of Rogue river to the Indian village below. * * * * Upon arriving at the village (of the Cistocootes—not the one above-mentioned) the advance of these detachments discovered a few Indians on an island in the river, who, upon being called to, attempted to flee, when they were fired upon, and three Indians and one woman killed. * * * * The village was then burned. * * * * On the 3d, Captains Angur and Bludsoe proceeded as before indicated, and upon reaching the Indian encampment a few were seen in canoes, who were hailed, but sought to make their escape. A fire was opened upon them by Captain Angur's company; and in a few minutes a general attack was made upon the encampment, the Indians fleeing into the river and attempting to cross, but were met by Captain Bludsoe's company of volunteers. Fourteen Indians were killed in this attack, and a number, men, women, and children, were supposed to be drowned. * * * * Very little resistance was made by the Indians—no one of the companies receiving the least wound from them."

I quote with regard to the killing of these Indians merely to show how circumstances sometimes alter cases. Here is an instance where regular troops and their auxiliaries hunted and slaughtered indiscriminately unresisting and retreating Indians, (according to Mr. Palmer,) for which they have been highly commended by Mr. Palmer himself, as well as by General Wool and the officers in charge in that vicinity, when the service was performed. But what of the affair near Table Rock, on the 8th of October previous. The Indians then and there brought to an account were not in their villages, as were those just mentioned, nor were they upon their reservation, as has been reported. They were by no means disposed to retreat, for they openly and boldly proclaimed their defiance of the authority of the military and Indian departments, as well as of all other authority, and were almost daily committing depredations upon the lives and property of the whites, and avowed their readiness and determination for a war of extermination. They *did resist*, for they killed two and wounded seven of those who chastised them. And yet the citizens who were compelled to participate in the affair at Table Rock are accused by General Wool, Mr. Palmer, and others, of having made war on that occasion upon a few squaws and children, and a like number of decrepit old men, while the party who *hunted* and killed the Indians indiscriminately, burned their villages, and met with so "very little resistance" as not to "receive the least wound," are highly commended for the act, that is that portion of the party who were of the regular service. The action of the regulars, &c., in this instance, was perfectly justifiable under the circumstances, and it had a beneficial result. I have alluded to it only for the purposes indicated.

But let us see what, at the least, must have been the result to the people of Southern Oregon if they had awaited the action of "the commanding general of the department of the Pacific," if they had not taken up arms in their own defense. As the list of murders shows, the Indians of Table Rock reservation, in connection with surrounding

tribes, had been in the prosecution of a guerrilla warfare against the citizens of Rogue River valley and vicinity from the 1st of June, 1855, (I might with propriety name an earlier date,) down to the general outbreak in the month of October following; the massacre near Evans's, (October 9,) and the hostile manifestations of the Indians in all other parts of the Rogue river country, being the occasion of the call for volunteers by Colonel Ross, (October 12.) General Wool must have known long previous to the 1st of October what the disposition was of the Indians in Rogue River valley; that they were in a state of insubordination to the legitimate authorities, else why did he dispatch Major Fitzgerald and his company to strengthen Fort Lane; and he must have been advised of the general outbreak of these Indians as early as the 13th of October, and of Colonel Ross's action, by the 17th or the 18th. But the first we hear of him after this is his ordering Major Fitzgerald and his company out of the Rogue river country, away from Indian hostilities altogether. The next we hear of him is at Crescent City, November 9, where his "presence" was so "exceedingly opportune," and the deck of one of the Pacific Mail Steam Ship Company's steamers afforded a "position to enable himself to judge of the necessary measures to be taken" respecting affairs in the Rogue river country. Four months after this, or nearly that, we find (p. 49, Captain Cram's memoirs) that "Brevet Lieutenant Colonel Buchanan, jr., major fourth infantry, was selected by the general as commanding officer to execute the plan of field operations.

"On the 5th of March, the General himself embarked with Ord's company, Lieutenant Colonel Buchanan, and a few officers of his staff * * * * for the field of operations. * *

* On the 8th of March, Lieutenant Colonel Buchanan landed at Crescent City, * * and encamped at the mouth of Rogue river * * * on the 20th of March," where he was probably thirty days' march from the region of country which was the scene of difficulty when General Wool was at Crescent City on the 9th of the previous November. But if Lieutenant Colonel Buchanan had proceeded directly from Crescent City to the point where troops were required, and where the volunteers first took the field, he would not have reached it and been ready for action before April 1. This would have been five months and nineteen days after the date of the organization of Colonel Ross's regiment! And how many of the people of Southern Oregon might have been sacrificed during this period of one hundred and seventy days, if they had waited for this movement to have been made? Of course, this cannot be told precisely, but there are circumstances connected with the origin of the war upon which we can base an estimate. On the 9th of October, about one third of the Indians then in arms, and having the day pretty much to themselves, murdered eighteen persons. On the 28th of July previous, during only a portion of the day, however, about the same number of Indians, and some of them of the same tribe too, murdered twelve persons. This would give an average of fifteen per day killed, saying nothing of the wounded, by about one third of the number of Indians that were in the field on the 1st of October, or forty-five per day by the whole body of Indians who were then in arms in the Rogue River district.

At this rate, which gives all the margin there is in favor of General Wool and his supporters, 6,615 persons would have been killed between the date of the organization of Ross's regiment (October 12) and the day on which Lieutenant Colonel Buchanan landed at Crescent City, (March 8;) and this number would have been increased to 7,650 before he could have reached the scene of hostilities, if the attempt had been made. Even the few regular troops who were at the several posts in the Rogue river district at the time of the general outbreak, or such of them at least as were not ordered away at that time to where the hostilities did not exist, do not appear to have been required by their commanding general to perform any other duty during the four months preceding the landing of Lieutenant Colonel Buchanan at Crescent City, than (p. 48) "to receive at their posts, and protect from violence, all friendly Indians who would come in and express a willingness to go in the following spring on the reservation set apart for them." Thus the people of that whole region of country, so far as any United States authority was concerned, were wholly at the mercy of the Indians, who, as by their own declarations and acts, were bent on a war of extermination.

It will be observed that long before Lieutenant Colonel Buchanan arrived in the field (March 20) the hostile Indians had been driven entirely out of Rogue River valley, down that river, at the mouth of which that officer commenced his operations. Colonel Ross, with what assistance he received from the regular troops at Fort Lane, had driven them down the river, beyond the settlements in the early part of the war; and the volunteers who succeeded him, without any aid from the regulars, had continued during the winter to press them still further on in that direction until, meeting Colonel Buchanan's command coming up the river, with a detachment of which they had one engagement, (at Big Meadows, May 27–28,) they were compelled to surrender.

"The inmoving whites sell their rifles, revolvers, and ammunition to the Indians. * * * * At the battle of Big Meadows, on Rogue river, the Indians were armed with the best of Sharp's rifles and Colt's revolvers, sold to them by the whites; and it was on account of the inferiority of the arms, which his men had to use by an absurd regulation, that Captain Smith came so near losing that battle."

I believe that I am uttering the truth when I say that no Rogue River Indian was ever worth enough to purchase a Sharp's rifle. And if he had have been, he could not have done so, for the simple reason that no such rifles were ever for sale in that region. The whites themselves, "incoming" or otherwise, very seldom possessed one, and those who did valued them too highly to sell them to the Indians or anybody else. To show how destitute of these rifles the people of that country were, when, if the allegation were true, the Indians must have obtained theirs, I will state, as I happen to know, that in the Rogue River Indian war of 1853, two men only were armed with these guns. One of these men was killed by the Indians, who secured his arms. When the treaty of the 10th of September (same year) was signed, the Indians gave up what worthless guns they had, (they were

to give up nearly all, but did not,) and among them was this Sharp's rifle, which they said they did not not understand or know how to use. In Colonel Ross's regiment, consisting of nearly nine hundred men, in the war of 1855–56, and in Williams's, which was subsequently organized, if I remember correctly, there was not one. So far as the people of Rogue River valley are concerned, (and I believe it to have been true with regard to the people of the whole Territory, except, perhaps, in some instances near Hudson's Bay posts,) I know of my own personal knowledge that from November, 1852, up to the time the Indians were removed from there in 1856, they were decidedly averse to selling the Indians arms of any kind, and did not at all relish the idea that they should have them (except bows and arrows) in their possession at all. In the summer of 1854, at Jacksonville, a white man was punished with thirty lashes on the bare back and banished from the country for trafficking powder to the Indians to the value of one buckskin. Others have been treated in the like manner for the same offense, and what little clandestine trade there might have been in such articles was entirely suppressed. In other parts of Southern Oregon the sentiments of the people upon this subject were the same. In corroboration of this, I cite a *resolution* adopted January 28, 1854, by a meeting of the citizens of the town of Randolph and vicinity, in the Port Orford district, (see p. 275, Report Commissioner of Indian Affairs for 1854,) which was then without any legally established courts:

"*Resolved*, That if any person or persons shall sell, give, barter, or in any manner dispose of any gun, rifle, pistol, carbine, or other firearm, or any powder, lead, caps, or other ammunition, to any Indian or Indians, such person or persons so offending shall be deemed guilty of a high misdemeanor, and shall receive for the first offense thirty-nine lashes upon the bare back, and for the second offense shall suffer death."

That the Indians were unable to procure guns and ammunition, is evidenced by the fact that their inability to do so was made a ground of complaint by Superintendent Palmer, who petitioned the Oregon legislature at its session of 1854–55, to repeal a law enacted by a former session, (I think of 1853–54,) making it a penal offense to furnish arms, &c., to the Indians, in any manner, or under any circumstances. So much for the accusation that the whites of Oregon sell their guns to the Indians. That the Indians of Rogue River valley, many of whom were engaged in the affair of Captain Smith at Big Meadows, were armed with guns, though not "Sharp's rifles," is very true. But how did they get them? The list of murders committed by them tells part of the story, and the history of their robberies and thefts, apart from these, if ever written, will tell the rest.

Having considered a few of the allegations—a fair sample of the whole—embodied in Captain Cram's memoir and report concerning the conduct of the people of Southern Oregon towards the Indians, in peace and war, with a few words more and an extract from the proceedings of the Oregon Methodist Episcopal conference, held in 1856, and having in attendance many of the early missionaries to the Indians, I draw my remarks to a close.

However plausible the statements set forth in Captain Cram's memoir may appear respecting these matters, there are none that

cannot be met and fully refuted. In a word, they are pretentious, one-sided, and wholly unreliable assertions, though it is true some of them are quoted, taking the place of proof and supposition of fact. The *resolution* referred to is as follows:

"Whereas, our Territories have been the theater of a disastrous Indian war during the past year; and whereas an impression has, by some means, been made abroad that the people of Oregon and Washington have acted an unworthy part in bringing it on: Therefore,

"*Resolved,* That though there may have been occasional individual instances of ill-treatment of the Indians by irresponsible whites, it is the conviction of this body of ministers whose fields of labor have been in all parts of the Territories, at the beginning and during the continuance of the war, that the war has not been wantonly and wickedly provoked by our fellow-citizens, but that it has been emphatically a war of defense, and that that defense was deferred as long as Christian forbearance would warrant."

Respectfully submitted,

C. S. DREW,

Late Adjt. second Reg't. Oregon Mounted Volunteers

36TH CONGRESS, 1st Session. | SENATE. | MIS. DOC. No. 60.

PETITION

OF THE

PRESIDENT AND SECRETARY

OF THE

DUBUQUE AND PACIFIC RAILROAD COMPANY,

PRAYING

That the company may not be divested of the title to lands upon which persons have settled, and compelled to take other lands in lieu of them.

MAY 19, 1860.—Motion to print referred to the Committee on Printing.
MAY 22, 1860.—Report in favor of printing the usual number, submitted, considered, and agreed to.

THE PETITION OF THE DUBUQUE AND PACIFIC RAILROAD COMPANY.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

Your petitioners respectfully represent and state, that on the 15th of May, 1856, Congress granted certain lands in the State of Iowa to said State, to aid in the construction of a railroad from Dubuque to Sioux City; and on the 14th of July of that year said lands were granted by the State to your petitioners. (See page 15 of the printed documents hereto annexed.)

That by the tenth and eleventh sections (Documents, p. 17) of said act of the general assembly of the State of Iowa, the claims of all persons settled on said lands at the time of making said grant by Congress were fully protected; the claimants being authorized by virtue of said act to purchase the lands so settled upon at the rate of two dollars and fifty cents an acre.

That a litigation has been pending between your petitioners and Edwin C. Litchfield, in the Supreme Court of the United States, for the purpose of testing the question whether a certain act making a grant of lands to aid in the improvement of the navigation of the Des Moines river included lands above the Raccoon fork of said Des Moines river; which litigation has recently been decided by said court in favor of your petitioners.

Your petitioners further represent that the interest of all settlers on said lands will be carefully guarded and looked after by your petitioners; and that in every instance where there was a settler upon the lands granted to this company, whether within the limits of said Des Moines river lands, or otherwise, a full opportunity has been given, and will continue to be given, for such settler to purchase the land so settled upon, at the rate of two dollars and fifty cents an acre.

But your petitioners are informed that a movement is now on foot to procure the passage of a bill through Congress, by which your petitioners will be divested of the title, and compelled to take lands in lieu of those thus settled upon, on the supposition that your petitioners and other railroad companies interested in like questions are not willing to protect the rights of such settlers.

It will be seen by reference to the opinion of Attorney General Black, delivered 7th June, 1856, (see pages 20 and 21 of printed pamphlet herewith submitted,) that the title of all vacant lands within six miles of the railroad vest immediately on the location of the road. If it is admitted that Congress may divest lands which have vested in fee simple some three or four years ago, why not, with equal propriety, divest the title to any lands sold or vested fifty years ago, and compel the parties to take other lands in lieu thereof? The rights to do so would be equally strong in each case.

Your petitioners further represent that the general assembly of the State of Iowa are abundantly competent to pass all necessary legislation to protect the rights of their own citizens, as will be seen by reference to the provisions of the act above referred to.

Your petitioners verily believe that the outside parties who have solicited Congress to pass the bill above referred to, have it as their object the promotion of speculation, instead of the protection of actual settlers.

Your petitioners therefore pray that you will not pass the bill above referred to.

C. H. BOOTH,
President pro tem.

[L. S.] JAMES M. McKINLAY,
Secretary.

;UMENTS OF THE DUBUQUE AND PACIFIC RAILROAD COMPANY.

OFFICERS.

J. P. Farley, *President.*
Platt Smith, *Vice-President and Attorney.*
C. H. Booth, *Treasurer.*
H. P. Leach, *Secretary.*
James M. McKinlay, *Assistant Attorney and Land Agent.*

DIRECTORS.

J. P. Farley, Iowa.
George W. Jones, Iowa.
C. H. Booth, Iowa.
Charles Gregoire, Iowa.
E. S. Forris, Iowa.
J. H. Emerson, Iowa.
J. M. Redmond, Iowa.
Bernhart Henn, Iowa.
Platt Smith, Iowa.
Edward Cooper, New York.
Geo. C. Stearns, New York.
Wm. H. Gebhardt, New York.
Thos. G. Walker, New York.

TRUSTEES.

Abram S. Hewitt, New York.
Thomas E. Walker, New York.
Frederick Schuchardt, New York.
C. B. Raymond, Boston.

AND AGENTS APPOINTED BY THE GOVERNOR UNDER THE ACT OF CONGRESS.

Hon. Bernhart Henn, Fairfield, Iowa.
William A. Warren, Esq., Bellvue, Iowa.

D. H. Dotterer, *Superintendent.*
B. B. Povoost, *Chief Engineer.*

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ARTICLES OF INCORPORATION OF THE DUBUQUE AND PACIFIC RAILROAD COMPANY.

[Entered into according to the provisions of the Code of Iowa, page 108.]

At an election of the stockholders of the Dubuque and Pacific Railroad Company, held at the office of the company on the 24th day of November, A. D. 1856, in pursuance of four weeks' previous notice duly given, the articles of incorporation of this company were amended and revised so as to read as follows, to wit:

ARTICLE 1.

L. H. Langworthy, H. W. Sanford, Platt Smith, J. J. Dyer, J. P. Farley, R. B. Mason, F. V. Goodrich, Robert C. Waples, M. Mobley, G. R. West, Asa Horr, F. S. Jesup, Edward Stimson, George W. Jones, Robert Waller, Robert Schuyler, and their associates, and all such persons as shall hereafter become stockholders in the company hereby incorporated, hereby form themselves into a body corporate, under the name and style of the Dubuque and Pacific Railroad Company, for the purpose of building a railroad from some point in the city of Dubuque, thence westerly on the best route towards the Pacific ocean.

ARTICLE 2.

Said company shall have full power to sue and be sued; to buy and sell real and personal property; to adopt a seal; to make contracts of all kinds for the purpose of building the road and conducting the affairs thereof; to establish by-laws and regulations for the government of the company, not inconsistent with the laws of the State.

ARTICLE 3.

This corporation shall commence on the 28th day of April, A. D. 1853, and continue for fifty years, with the right of renewal.

The capitol stock shall be fifteen millions of dollars, and shall be divided into shares of one hundred dollars each.

ARTICLE 4.

The officers of the company shall consist of thirteen directors, who shall have the management of the affairs of the company, a majority of whom shall form a quorum, and may be represented either in person or by proxy.

ARTICLE 5.

An election for thirteen directors shall be held on the first Monday of June, A. D. 1857, seven of whom shall hold their offices for two years, and the other six for one year, and until their successors are elected and qualified. And annually thereafter an election shall be held, first for six directors, and then for seven alternately, who shall hold their offices for two years, and until their successors are elected and qualified.

ARTICLE 6.

The thirteen directors elected in 1857 shall determine by lot who shall go out, and who remain over.

ARTICLE 7.

The directors shall elect from their number a president, and shall elect some suitable person for treasurer, who shall give security in a sum not less than two hundred thousand dollars, for the faithful discharge of his duties: he shall hold office during the pleasure of the board.

ARTICLE 8.

The directors shall also appoint a secretary, an attorney, a chief engineer, and such other officers and agents as they from time to time may deem necessary, who shall hold their offices during the pleasure of the board.

ARTICLE 9.

The board of directors may appoint an executive committee, who shall possess such powers as shall be delegated to them by the order making the appointment, which appointment or order may be revoked by the board at any time.

ARTICLE 10.

The president or any director may be removed from office by a two-thirds vote of all the directors.

ARTICLE 11.

The board of directors shall have full power to issue bonds or other evidences of indebtedness, bearing such rate of interest, not to exceed ten per cent., as they may see proper, and to sell the same for such price as they may deem advisable. To indorse any bonds or other obligations which may be issued for the purpose of assisting in the construction of said road, or any of its branches, by any county or

town, or by any companies or individuals in this or any other State: *Provided*, That the indebtedness and liability of said company shall not exceed at any one time the sum of ten millions of dollars, unless that said company shall hereafter be authorized by law to create a liability exceeding that sum, in which case the liability shall not exceed the sum prescribed by such law.

ARTICLE 12.

Transfers of shares may be made under any such rules as may be prescribed by the by-laws.

ARTICLE 13.

The stock divisions, as prescribed in Article 13 of the original articles shall be, and the same are hereby, abrogated.

The several divisions are hereby consolidated.

ARTICLE 14.

Four weeks' notice shall be given of each annual election, after the first day of June, A. D. 1856, in some newspaper published at Dubuque, and one in New York city; which notice must be signed by the secretary.

ARTICLE 15.

The directors may call meetings of the stockholders when they think proper, and shall do so when requested by one third in value of the stockholders; and a majority in value shall be necessary to the election of directors, the alteration of any of the articles of incorporation, or any other business requiring a vote of the stockholders, and four weeks' notice, as aforesaid, shall be given of any such meeting.

ARTICLE 16.

The said board of directors shall have full power to pledge the said road, its branches, or any of the property of the company, as security for money borrowed, or to secure the performance of any lawful contract or engagement of the company.

ARTICLE 17.

The private property of the individual stockholders shall be exempt from the payment of corporate debts.

ARTICLE 18.

The directors shall have full power to make any connection that they may deem expedient with any other road in Iowa or any other State, and may either build or assist in building any branch or branches that may be deemed advisable.

ARTICLE 19.

Payment of subscriptions to stock shall be called for by installments, as the board of directors may in their by-laws require. But payments on individual subscriptions shall not be called for oftener than once in a month, and not to exceed the rate of five per cent. per month.

ARTICLE 20.

Full paid stock of the first division shall draw interest at the rate of ten per cent. per annum, until the completion of said division; said interest to be paid in stock certificates, and all arrearages not paid as the same shall be called for, shall draw interest, to be paid to the company by such delinquent stockholders in cash, at the rate of ten per cent. per annum.

ARTICLE 21.

Any person may become a member of this company by taking one share of capital stock, and no person shall be elected a director of said company unless he is a holder of such share or shares. Seven of the directors must be and remain residents of Iowa.

A removal from the State shall work a forfeiture of the office.

ARTICLE 22.

The board of directors may fill any vacancy that may exist in their body at any time.

ARTICLE 23.

The foregoing articles are hereby declared to be the articles of incorporation of the Dubuque and Pacific Railroad Company, as revised and amended this 24th day of November, A. D. 1856. And all articles and parts of articles heretofore existing which conflict with the foregoing, are hereby abrogated, saving and reserving all rights and contracts existing under said abrogated articles.

The subscribers to the original articles were

J. P. FARLEY,
F. V. GOODRICH,
R. C. WAPLES,
H. W. SANFORD,
R. B. MASON,
JAMES BURT,
L. H. LANGWORTHY,
G. R. WEST,
PLATT SMITH,
BEN M. SAMUELS,
FRED. S. JESUP,
EDWARD STIMSON.

OFFICE OF THE DUBUQUE AND PACIFIC RAILROAD COMPANY,
Dubuque, November 24, 1856.

It is hereby certified that the above are the articles of incorporation of the Dubuque and Pacific Railroad Company, as revised and amended by the stockholders of this company, at an election held, in pursuance to notice duly given, on the 24th day of November, A. D. 1856.

J. P. FARLEY,
President.

Attest:

[L. S.] H. P. LEECH,
Secretary.

The original articles were filed for record May 19, 1853, at 9 o'clock, a. m. Recorded in Book No. 1 of Incorporations, pages 11, 12, 13, 14, and 15.

MICHAEL O'BRIEN,
Recorder.

STATE OF IOWA, *Dubuque County:*

I hereby certify that the articles of incorporation of the Dubuque and Pacific Railroad Company, as amended on the 24th day of November, 1856, were filed for record on the third day of December, A. D. 1856, and recorded in Book of Incorporation, pages 104 to 107.

MICHAEL O'BRIEN,
Recorder of Dubuque County.
By S. BRODTBECK.

OFFICE OF SECRETARY OF STATE,
Iowa City, January 16, 1857.

I certify the foregoing to be a true copy of the articles of incorporation of the Dubuque and Pacific Railroad Company, as amended and revised by said company, and filed in my office December 13, 1856.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the great seal of the State of Iowa.

ELIJAH SELLS,
Secretary of State.

[Affidavits of publication.]

DUBUQUE AND PACIFIC RAILROAD INCORPORATION.

Notice is hereby given that on the 28th day of April, A. D. 1853, Lucius H. Langworthy, H. W. Sanford, Platt Smith, John J. Dyer, J. P. Farley, R. B. Mason, F. V. Goodrich, Robert C. Waples, M. Mobley, G. R. West, Asa Horr, F. S. Jesup, Edward Stimson, Geo. W. Jones, Robert Waller, Robert Schuyler, and others, have associated themselves together for fifty years as an incorporated company, ac-

cording to the provisions of chapter 48 of the Code of Iowa, by the corporate name of "The Dubuque and Ohio Railroad Company," for the purpose of constructing and operating a railroad commencing at some point in the city of Dubuque and running thence westerly on the best route towards the Pacific ocean, with a capital stock of ten millions of dollars, divided into shares of one hundred dollars each, to be paid in installments, as the board of directors may in their by-laws require, but not exceeding the rate of five per cent. a month.

By the articles of incorporation the private property of the individual stockholders is exempt from the payment of the corporate debts of the company. And the highest amount of indebtedness or liability to which the corporation can subject itself is fixed at the sum of five millions of dollars. The principal place of business of said corporation is in the city of Dubuque.

The officers of the corporation are, a president, treasurer, secretary, and nine directors, who hold their offices until the 1st day of June, A. D. 1856, and to be chosen annually on the 1st day of June thereafter. The president and treasurer are to be chosen from the board of directors, and said board are empowered to appoint as many engineers, attorneys, or agents as they may deem expedient.

J. P. FARLEY,
President.

DUBUQUE, *June* 22, 1853.

STATE OF IOWA, *Dubuque County:*

I, Alonzo P. Wood, on oath say that I was the publisher of the *Weekly Dubuque Tribune* during the year 1853; that the said *Weekly Dubuque Tribune* was a newspaper published in the city of Dubuque, Iowa, and that in the issues of said paper of dates 29th June, 1853, 6th, 13th, 20th, and 27th July, 1853, an advertisement was published of which the annexed is a copy.

A. P. WOOD.

Sworn to and subscribed before me by said Alonzo P. Wood, this 29th day of June, 1857.

[SEAL.] In witness whereof, I hereto sign my name and affix my notarial seal.

JAMES M. McKINLAY,
Notary Public of Iowa, in and for Dubuque County.

RAILROAD NOTICE.

Notice is hereby given that there will be a meeting of the stockholders of the Dubuque and Pacific Railroad Company, at the office of the company, in the city of Dubuque, Iowa, on the third Monday in May next, at two o'clock, p. m., for the purpose of amending the articles of incorporation, among other things, so as to increase the number of the directors to thirteen, and to transact such other business as may legally

be done at a stockholder's meeting. And further notice is hereby given, that, on the first Monday in June next, the annual meeting of the stockholders for the election of directors will be held at the office of the company in said city.

H. P. LEECH, *Secretary.*

I, Charles O. Vose, clerk of the *Dubuque Tribune*, a newspaper published in the city of Dubuque, and State of Iowa, do solemnly swear that the annexed advertisement was published in said paper four consecutive weeks, the first insertion being on the 16th day of April, 1856, and the last on the 21st day of May, 1856.

C. O. VOSE, *Clerk.*

Subscribed and sworn to before me, this 29th day of June, A. D. 1856. Witness my hand and notarial seal.

[SEAL.]

H. P. LEECH,
Notary Public.

NOTICE.

The Dubuque and Pacific Railroad Company, articles for incorporating which were entered into, according to the Code of Iowa, to commence on the 28th of April, 1853, having its principal place of business in the city of Dubuque, for the purpose of constructing a railroad from some point in the city of Dubuque, thence westerly on the best route towards the Pacific ocean, with a capital stock of ten millions of dollars, installments on which to be made from time to time as the directors may deem expedient; its indebtedness and liability not to exceed five millions of dollars at any one time; the private property of individual stockholders being exempt from the payment of corporate debts, hereby gives notice that a meeting of the stockholders, (four weeks' notice of which had been duly published,) held at the office of the company, on the 19th day of May, A. D. 1856, a majority in value of the stockholders present, and voted in favor of certain amendments to the articles of incorporation of said company, among which was one increasing the number of directors from nine to thirteen. All of which amendments have been filed for record in the office of the recorder of deeds for Dubuque county.

H. P. LEECH,
Secretary Dubuque and Pacific Railroad Company.

DUBUQUE, *June* 10, 1856.

I, Charles O. Vose, clerk of the *Dubuque Tribune*, a newspaper published in the city of Dubuque, and State of Iowa, do solemnly swear, that the annexed advertisement was published in said paper four

consecutive weeks, the first insertion being on the 18th day of June, 1856, and the last on the 16th day of July, 1856.

C. O. VOSE, *Clerk.*

Subscribed and sworn to before me, this 29th day of June, A. D. 1857. Witness my hand and notarial seal.

[SEAL.] H. P. LEECH,
Notary Public.

NOTICE TO STOCKHOLDERS.

The stockholders in the Dubuque and Pacific Railroad Company are hereby notified that a meeting of the stockholders of said company will be held at the office of the company, on Monday, the 24th day of November next, at two o'clock, p. m., for the purpose of altering and amending the articles of incorporation of said company.

J. P. FARLEY,
President.

Attest: H. P. LEECH,
Secretary.

DUBUQUE, *October* 22, 1856.

I, C. O. Vose, clerk of the *Weekly Tribune*, a weekly newspaper published in the city of Dubuque, and State of Iowa, do solemly swear that the annexed advertisement was published in said paper four consecutive weeks, the first insertion being on the 23d day of October, A. D. 1856, and the last on the 21st day of November, 1856.

C. O. VOSE.

Subscribed and sworn to before me, this 27th day of October, A. D. 1857.

[L. S.] H. P. LEECH,
Notary Public.

Notice.

Notice is hereby given that at a meeting of the stockholders of the Dubuque and Pacific Railroad Company, (four weeks' notice of which had been duly given by publication in the Dubuque *Weekly Tribune*,) held at the office of the company on the 24th day of November, A. D. 1856, a majority in value of the stockholders were present and voted in favor of certain amendments to the articles of incorporation of said company, among which was one increasing the capital stock to fifteen millions of dollars, and another allowing the company to increase its indebtedness to ten millions of dollars, and another consolidating the several divisions, and another fixing the time for the election of thir-

teen directors on the first Monday of June, A. D. 1857, and annually thereafter the election of the six, and the seven alternately, who are to hold their offices for two years and until their successors are elected and qualified.

All of which amendments have been filed for record in the office of the recorder of deeds for Dubuque county.

H. P. LEECH,
Secretary Dubuque and Pacific Railroad Company.

DUBUQUE, *December* 3, 1856.

I, John Deery, clerk of the *Daily Northwest* office, a public newspaper published in the city of Dubuque, and State of Iowa, do solemnly swear that the annexed advertisement was published in said paper four consecutive weeks, the first insertion being on the 4th day of December, 1856, and the last on the 31st day of January, 1857.

JOHN DEERY.

Subscribed and sworn to before me this 27th day of October, A. D. 1857.

[L. S.]

H. P. LEACH,
Notary Public.

IOWA LAND BILL.

A bill making a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of certain railroads in said State.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That there be, and is hereby, granted to the State of Iowa, for the purpose of aiding in the construction of railroads from Burlington, on the Mississippi river, to a point on the Missouri river, near the mouth of Platte river; from the city of Davenport, *via* Iowa City and Fort Des Moines to Council Bluffs; from Lyons City, northwesterly to a point of intersection with the main line of the Iowa Central Air-Line railroad, near Maquoketa; thence on said main line, running as near as practicable to the forty-second parallel, across the said State of Iowa to the Missouri river; from the city of Dubuque to a point on the Missouri river, near Sioux City, with a branch from the mouth of the Tete Des Morts, to the nearest point on said road, to be completed as soon as the main road is completed to that point, every alternate section of land, designated by odd numbers, for six sections in width on each side of said roads. But in case it shall appear that the United States have, when the lines or routes of said roads are definitely fixed, sold any sections or any parts thereof, granted as aforesaid, or the right of preëmption has attached to the same, then it shall be lawful for any agent or agents to be appointed by the governor of said State to select, subject to the approval of the Secretary of the Interior, from the lands of the United States nearest to the tiers of sections above specified, so much land in alternate sections or parts of sections as shall be equal to such lands as the United States have sold, or otherwise appropriated, or to

which the rights of preëmption have attached as aforesaid, which lands (thus selected in lieu of those sold and to which preëmption rights have attached as aforesaid, together with the sections and parts of sections by odd numbers as aforesaid, and appropriated as aforesaid) shall be held by the State of Iowa for the use and purpose aforesaid: *Provided*, That the land to be so located shall in no case be further than fifteen miles from the lines of said roads, and selected for and on account of each of said roads: *Provided further*, That the lands hereby granted for and on account of said roads severaliy shall be exclusively applied in the construction of that road for and on account of which such lands are hereby granted, and shall be disposed of only as the work progresses, and the same shall be applied to no other purpose whatsoever: *And provided further*, That any and all lands heretofore reserved to the United States by any act of Congress, or in any other manner by competent authority, for the purpose of aiding in any objects of internal improvements, or for any other purpose whatsoever, be, and the same are hereby, reserved from the operations of this act, except so far as it may be found necessary to locate the routes of said railroads through such reserved lands, in which case the right of way only shall be granted, subject to the approval of the President of the United States.

SEC. 2. *And be it further enacted*, That the sections and parts of sections of land, which by such grant shall remain to the United States within six miles on each side of said roads, shall not be sold for less than the double minimum price of the public land when sold; nor shall any of said lands become subject to private entry until the same have been first offered at public sale at the increased price.

SEC. 3. *And be it further enacted*, That the said lands hereby granted to the said State shall be subject to the disposal of the legislature thereof for the purposes aforesaid, and no other; and the said railroads shall be and remain public highways for the use of the government of the United States, free from toll or other charge upon the transportation of any property or troops of the United States.

SEC. 4. *And be it further enacted*, That the lands hereby granted to said State shall be disposed of by said State only in manner following: that is to say, that a quantity of land not exceeding one hundred and twenty sections for each of said roads, and included within a continuous length of twenty miles of each of said roads may be sold; and when the governor of said State shall certify to the Secretary of the Interior, that any twenty continuous miles of any of said roads is completed, then another quantity of land hereby granted, not to exceed one hundred and twenty sections for each of said roads having twenty continuous miles completed as aforesaid, and included within a continuous length of twenty miles of each of such roads, may be sold, and so from time to time until said roads are completed; and if any of said roads are not completed within ten years, no further sale shall be made and the lands unsold shall revert to the United States.

SEC. 5. *And be it further enacted*, That the United States mail shall be transported over said roads, under the direction of the Post Office Department, at such price as Congress may by law direct: *Provided*,

That until such price is fixed by law, the Postmaster General shall have the power to determine the same.

APPROVED, May 15, 1856.

LAWS OF IOWA.

CHAPTER I.

RAILROAD GRANT.

AN ACT to accept of the grant and carry into execution the trust conferred upon the State of Iowa by an act of Congress entitled "An act making a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of railroads in said State," approved May 15, 1856.

SECTION 1. *Be it enacted by the general assembly of the State of Iowa*, That the lands, rights, powers, and privileges granted to and conferred upon the State of Iowa, by an act of Congress entitled "An act making a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of railroads in said State," approved May 15, 1856, be, and the same are hereby, accepted, upon the terms, conditions, and restrictions contained in said act of Congress.

SEC. 2. That so much of the lands, interest, rights, powers, and privileges, as are or may be granted and conferred, in pursuance of the act of Congress aforesaid, to aid in the construction of a railroad from Burlington, on the Mississippi river, to a point on Missouri, near the mouth of Platte river, are hereby disposed of, granted, and conferred upon the Burlington and Missouri River Railroad Company, a body corporate, created and existing under the laws of the State of Iowa.

SEC. 3. That so much of the lands, interest, rights, powers, and privileges as are or may be granted and conferred, in pursuance of the act of Congress aforesaid, to aid in the construction of a railroad from Davenport, *via* Iowa City and Fort Des Moines, to Council Bluffs, are hereby disposed of, granted, and conferred to and upon the Mississippi and Missouri Railroad Company, a body corporate, created and existing under the laws of the State of Iowa.

SEC. 4. That so much of the lands, interest, rights, powers, and privileges as are or may be granted and conferred, in pursuance of the act of Congress aforesaid, to aid in the construction of a railroad from Lyons City, northwesterly, to a point of intersection with the main line of the Iowa Central Air-Line Railroad near Maquoketa, thence on said main line, running as near as practicable to the forty-second parallel, across the said State to the Missouri river, are hereby disposed of, granted, and conferred to and upon the Iowa Central Air-Line Railroad Company, a body corporate, created and existing under the laws of the State of Iowa.

SEC. 5. That so much of the lands, interest, rights, powers, and privileges as are or may be granted and conferred, in pursuance of the act of Congress aforesaid, to aid in the construction of a railroad from the city of Dubuque to a point on the Missouri river at or near Sioux

City, with a branch from the mouth of the Tete Des Morts to the nearest point on said road, to be completed as soon as the main line is completed to that point, are hereby disposed of, granted, and conferred to and upon the Dubuque and Pacific Railroad Company, a body corporate, created and existing under the laws of the State of Iowa.

SEC. 6. The lines and routes of the several roads above described shall be definitely fixed and located on or before the first day of April next, after the passage of this act, and maps or plats, showing such lines and routes, shall be filed in the office of the governor of the State of Iowa, and also in the office of the secretary of state of the State of Iowa. It shall be the duty of the governor, after affixing his official signature, to file such map in the department having the control of the public land, in Washington; such location being considered final only so far as to fix the limit and boundary within which lands may be selected; and if it shall appear that the lands that have been donated by the act of Congress aforesaid, for the construction of the several lines above indicated, cannot be obtained by said companies within the limits and along any part of the lines aforesaid, the governor shall from time to time appoint agents to make such selections as may be authorized or granted by Congress for the lines aforesaid; but the compensation of such agents, and the costs, expenses, and charges attendant upon and occasioned by making such selections, shall be fixed, regulated, paid, and borne by each of said railroad companies, respectively, upon and for its own line.

SEC. 7. The Iowa Central Air-Line Railroad Company shall furnish, equip, and operate the branch of their railroad that will be constructed under this grant, from Lyons City to the point of intersection with the main line of their road near Maquoketa, in the same manner with their main line from the west, and as completely as though the same was a continuation of said main line, and shall never give any preference to the main line of said road, or any part thereof, as defined in their articles of incorporation, by business arrangements, tariff of prices, or otherwise, over the said branch to their railroad.

SEC. 8. The grants aforesaid are made to each of said companies respectively, upon the express condition, that in case either of said railroad companies shall fail to have completed and equipped seventy-five miles of its road within three years from the first day of December next, thirty miles in addition in each year thereafter, for five years, and the remainder of their whole line of road in one year thereafter, or on the first of December, A. D. 1865, then and in that case it shall be competent for the State of Iowa to resume all rights conferred by this act upon the company so failing, and to resume all rights to the lands hereby granted and remaining undisposed of by the company so failing to have the length of road completed in manner and time as aforesaid.

SEC. 9. The roads aforesaid shall be constructed upon a gauge with a width of four feet eight and one half inches, and the iron used in the track shall be of approved quality and pattern, and the said roads shall be completed and finished in a style and of a quality equal to the average of other first class western roads; and when the roads, or any of them, authorized to be constructed by this act, shall be intersected by the roads of any other railroad company now constructed, or here-

after to be constructed, it shall be the duty of such road or roads, receiving the benefit of this act, to furnish all proper and reasonable facilities and to join such other company in making all necessary crossings, turnouts, sidelings, and switches, and other conveniences necessary for the transportation of all freight and passengers over either or any road or roads hereby mutually accommodated, whether said passengers or freight are brought by the roads benefited by this act or any other road or roads now constructed, or which may hereafter be constructed, and at such rates as shall not in any case exceed the regular tariff of charges on such road or roads.

SEC. 10. All persons who at the time said grant was made held valid claims by actual occupation and improvement upon any of the lands embraced in said grant, shall be protected in the same, and entitled to purchase and enter the same upon the terms and conditions hereinafter provided.

SEC. 11. Any person wishing to avail himself of the provisions of this act, shall within three months of the passage thereof, file his application for that purpose with the judge of the county where such lands may be situate, and shall prove to the satisfaction of the said judge that his claim is valid, and that the same existed at the time said grant was made; and upon such proof being made, such judge shall give to the applicant a certificate of the fact, and such certificate shall entitle the holder or his *bona fide* assignee to enter such land at the rate of two dollars and fifty cents per acre: *Provided*, That no person, claimant, or the assignee of a claim, shall be entitled to more than one hundred and sixty acres of land under this act: *And provided further*, That the person asserting a claim, whether as claimant or assignee, shall file his affidavit that he has not either directly or indirectly received the benefits of the provisions of this act. Before any rights shall be acquired under such certificate, a copy of the same, together with the evidence, shall be served on the secretary of the company interested, and such company shall have the right to appeal from the decision of such judge to the district court, in the same manner as appeals are taken from the decisions of justice of the peace, at any time within ninety days after the service of such papers, and the same shall be tried as other appeal cases, and an appeal may be taken to the Supreme Court, by either party, in the same manner as appeals in other cases.

SEC. 12. Such certificates, on being filed with the secretary of the company upon whose line of road such lands may be situate, when no appeal has been taken as herein provided, shall entitle the holder or his assignee to the possession of said land until the title shall become vested in the company; upon payment thereafter to the treasurer of the company for said land, at the price above designated, such person shall receive from the secretary of said company a patent to such land, not exceeding in quantity one hundred and sixty acres. Such deed or patent shall vest in the purchaser all the title of said company in and to such lands, except so far as to reserve to the company all such right of way and station grounds as may be actually necessary for the uses of the company.

SEC. 13. The said companies shall each severally assent to and accept the provisions of this act, by a written instrument, under the seal

of such corporation, with the signatures of the proper officers, within ninety days after the passage of this act, which said acceptance shall be filed in the office of the secretary of state, and be by the secretary recorded in the book by him kept for the recording of articles of association.

SEC. 14. Said railroad companies, accepting the provisions of this act, shall at all times be subject to such rules and regulations as may from time to time be enacted and provided for by the general assembly of Iowa, not inconsistent with the provisions of this act and the act of Congress making the grant.

SEC. 15. It shall be the duty of the companies receiving the benefits of this act to make a regular annual report of their proceedings at the usual time and place of electing their officers, exhibiting a detailed statement, as far as practicable, of the amount of their expenditures, liabilities, &c., a copy of which shall be filed in the office of the Secretary of State.

SEC. 16. *Be it further enacted*, That any of said companies accepting the grants of lands under this act shall take the same with the conditions imposed and incumbrances specified in this act, and shall in no event have any claim or recourse whatever upon the State of Iowa for a misapplication of said grant, incumbrances, or conditions in this act imposed.

SEC. 17. This act shall take effect and be in force from and after its publication in the *Iowa Capital Reporter* and *Iowa City Republican*.

APPROVED, July 14, 1856.

I certify that the foregoing act was published in the *Iowa Capital Reporter* and *Iowa City Republican* on the 16th day of July, 1856.

GEORGE W. McCLEARY,
Secretary of State.

OFFICE OF THE DUBUQUE AND PACIFIC RAILROAD COMPANY,
Dubuque, July 17, 1856.

At a meeting of the board of directors of this company, held this day, the following resolutions were unanimously adopted:

Resolved, That the Dubuque and Pacific Railroad Company hereby assent to and accept the provisions of an act enacted by the general assembly of the State of Iowa, and approved July 14, 1856, entitled an act to accept of the grant to carry into execution the trust conferred upon the State of Iowa, by an act of Congress entitled "An act making a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of railroads in said State," approved May 15, 1856.

Resolved, That the president and secretary of the Dubuque and Pacific Railroad Company be, and they hereby are, required to affix their signatures to the above resolutions, and have the same filed in the office of the secretary of the state of Iowa, forthwith.

J. P. FARLEY,
President.

Attest:

[L. S.] H. P. LEECH,
Secretary D. & P. R. Company.

OFFICE OF SECRETARY OF STATE,
Iowa City, October 28, 1857.

I, Elijah Sells, secretary of state of the State of Iowa, hereby certify that the foregoing is a true copy from the original on file in my office, of the "Acceptance" of the Dubuque and Pacific Railroad Company to the provisions of an act of the extra session of the fifth General Assembly of the State of Iowa, approved July 14, 1856.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the great seal of the State of Iowa.

ELIJAH SELLS,
Secretary.

RAILROAD GRANT. [SUPPLEMENTAL ACT.]

AN ACT supplementary to an act entitled "An act to accept of the grant and carry into execution the trust conferred upon the State of Iowa, by an act of Congress entitled 'An act making a grant of lands to the State of Iowa in alternate sections, to aid in the construction of railroads in said State,' approved May 15, 1856," which said act of the Legislature of Iowa was approved July 14, 1856.

SECTION 1. *Be it enacted by the General Assembly of the State of Iowa,* That the said companies may make such disposition of the lands granted by the act to which this is a supplement, by mortgage or deed of trust, as may be deemed proper for the purpose of securing any amount of construction bonds necessary for the completion of such roads, which may bear such rate of interest not to exceed ten per cent. per annum, and may sell the same for the best price that can be procured. Said companies, nor either of them, shall ever be allowed to plead that such bonds are usurious or invalid: *Provided,* That the moneys realized from the sale of the bonds aforesaid shall be applied exclusively to the construction and equipment of said roads.

SEC. 2. Any mortgage or deed of trust made upon the lands, roads, or the property of either, shall bind and be a valid lien upon all the property mentioned in such deed or mortgage, including rolling stock; and the purchaser, under a trustees' sale or foreclosure of mortgage, shall have and enjoy all the rights of a purchaser on execution sale: *Provided further,* That nothing contained in this act shall be so construed as in any manner to interfere with, change, or modify the rights of this State or of the United States to any lands granted by Congress to this State, and by this State to certain railroad companies therein, as a security for the completion of said roads, or to transfer any right in said lands otherwise than as subject to all the conditions imposed by the grant made by the United States to this State, and by the grant by this State to said companies, or by either of said grants: *And provided further,* That the faith of the State is in no way pledged for the payment of said bonds.

SEC. 3. Any mortgage or trust deed, made as beforementioned, shall be recorded in the office of the recorder of each county through which said road runs, or wherein it owns or holds lands, and shall be notice to all the world of the rights of all parties under the same.

SEC. 4. This act to take effect from and after its publication in the *Iowa Capital Reporter* and the *Iowa City Republican*.

APPROVED, January 28, 1857.

I certify that the foregoing act was published in the *Iowa City Republican* February 14, 1857, and *Iowa Capital Reporter* February 17, 1857.

ELIJAH SELLS,
Secretary of State.

CONSTRUCTION OF LAND GRANTS, ETC.

ATTORNEY GENERAL'S OFFICE, *June* 7, 1856.

SIR: The act of Congress, passed February 9, 1853, gives and grants to the States of Missouri and Arkansas, certain lands for the purpose of making a railroad from the mouth of the Ohio, by way of Little Rock, to Fulton, on the Texas line, with branches. This act vests the fee simple title in the States to which the lands are given. A legislative grant by Congress does of itself, *proprio vigore*, pass to the grantee all the estate which the United States had in the subject-matter of the grant, except what is expressly excepted. This principle has often been ruled in the courts, as you will see by reference to the following cases: United States *vs.* Perchman, 7 Peters, 51; Mitchell *vs.* United States, 9 Peters, 711; United States *vs.* Brookes, 10 Howard, 442; Seamer *vs.* Price, 12 Howard, 59; Lediga *vs.* Rowland, 2 Howard, 581; Godfrey *vs.* Bradley, 2 McLean, 412.

The point is firmly settled, if the highest judicial authority can settle anything; and even if there had been no decision of it, I should think it too plain, on original principles, to admit of a doubt. When Congress says that a certain portion of the public domain of the United States "is hereby granted" to a State, what need can there be of any further assurance in order to give the State a perfect title in fee? The act of August 3, 1854, (10 United States Laws, 356,) most manifestly does not apply in any manner whatsoever to the lands granted in 1853 to Missouri and Arkansas. The act (the act of 1854) prescribes the duty of the Commissioner of the General Land Office in regard to legislative grants, where the law does not convey the fee simple title, or requires patents to be issued for the lands. The Missouri and Arkansas grants are not of this kind.

The definite location of the road will locate the grant upon the proper number of even sections on each side with which the United States shall not have previously parted with the title, and the selection of the governor's agent will determine what sections are to be taken instead of those sold, or subject to preëmption. Then the title to each particular parcel will be as complete as if it had been granted by name, number, or description.

The survey required by the first section of the law will enable you to know what lands are appropriated by the mere location of the route

for the railroad, and I presume you will also be informed in some authentic way of the choice made by the government agents. I can see no objection to you furnishing lists of those lands to any person who desires to make a proper use of them, just as you would give other information from the records of your department. But such list can have no influence on the title of the States. The States of Missouri and Arkansas will hold these lands in trust for certain purposes; and the mode in which the trust shall be executed is prescribed in the act making the grant. What these States can rightfully do to the lands, or what remedy the United States will have if they do wrong, are not questions for you or me to decide at present.

I have the honor to be, very respectfully, your obedient servant,

J. S. BLACK.

Hon. J. THOMPSON,
Secretary of the Interior.

PREËMPTION ACT.

AN ACT to extend preëmption rights to certain lands therein mentioned. (10 U. S. Statutes at Large, page 244, chapter 143.)

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the preëmption laws of the United States, as they now exist, be, and they are hereby, extended over the alternate reserved sections of public lands along the lines of all the railroads in the United States wherever public lands have been, or may be granted by act of Congress; and that it shall be the privilege of the persons residing on any of said reserved lands to pay for the same in soldier's bounty land warrants, estimated at a dollar and twenty-five cents per acre, or in gold and silver, or both together, in preference to any other person, and at any time before the same shall be offered for sale at auction: *Provided*, That no person shall be entitled to the benefit of this act who has not settled and improved, or shall not settle and improve such lands prior to the final allotment of the alternate sections to such railroads by the General Land Office: *And provided further*, That the price to be paid shall, in all cases, be two dollars and fifty cents per acre, or such other minimum price as is now fixed by law, or may be fixed upon lands hereafter granted; and no one person shall have the right of preëmption to more than one hundred and sixty acres: *And provided further*, That any settler who has settled or may hereafter settle on lands heretofore reserved on account of claims under French, Spanish, or other grants which have been or shall be hereafter declared by the Supreme Court of the United States to be invalid, shall be entitled to all the rights of preëmption granted by this act and the act of 4th of September, 1841, entitled "An act to appropriate the proceeds of the public lands, and to grant preëmption rights" after the lands shall have been released from reservation, in the same manner as if no reservation existed.

APPROVED, March 3, 1853.

PREËMPTION CLAIMS UPON LANDS RESERVED FOR RAILROAD PURPOSES.

The Commissioner of the General Land Office has made the subjoined decision, which will be found of general interest:

First. Preëmption claims upon any lands withdrawn from market for railroad purposes where the settlements were made in good faith with the government before the passage of the law making the grant, and prior to the "definite location" or surveying and staking off of the route of the road, are subject to consummation within the period fixed by law for proving up and entering offered and unoffered lands at the ordinary minimum of $1 25 per acre, and payment may be made in specie or with military bounty land warrants.

Second. After the survey and staking off of any route, the preëmption right ceases on the railroad sections; but from and after that date the *United States reserved sections* within the six-mile limits of the route are preëmptible at a minimum of $2 50 per acre till the date of final settlement of the alternate sections to which the railroad is entitled.

Third. From the date of the final allotment aforesaid till the date of offering the United States reserved sections at public sale, preëmption rights to lands in such sections cannot attach, but after the offering the reserved sections again become preëmptible at a minimum of $2 50 per acre.

Fourth. When the $2 50 minimum attaches, bounty land warrants under the act of 3d March, 1855, cannot be used in part payment, there being an express inhibition of such use in the statute; but warrants issued under prior acts of Congress may be so used—one warrant only to be laid on a single preëmption claim at the rate of $1 25 per acre, and the balance required to make up the $2 50 to be paid in specie.

GENERAL LAND OFFICE,
March 3, 1857.

SIR: In reply to your communication of the 28th ultimo, requesting a statement of the quantity of land which will enure to the Dubuque and Pacific Railroad Company, in Iowa, under the act of Congress, approved 15th May, 1856, subject to the terms and conditions in said act, and the acts of the legislative assembly of said State, the following estimates carefully prepared at this office are communicated:

1. The length of the Dubuque and Pacific road, and branch to Tete des Morts, measured on the official map of the route, is	331½	miles,
Which at six sections, or 3,840 acres per mile, would make	1,272,960	acres.
Deduct for water	21,920	"
Leaves	1,251,040	"

to which the company would be entitled, if found vacant in the odd-numbered sections within fifteen miles of the road.

2. The estimated quantity of vacant lands in the odd-numbered sections within fifteen miles of the road liable for selection, (all situated in Iowa,) is as follows:

In the Sioux City district	880,200	acres.
In the Fort Dodge district	415,360	"
In the Dubuque district	11,045	"
Total	1,306,605	"

which is *exclusive* of the quantity of 151,800 acres claimed for the Des Moines river grant above the "Raccoon Fork," within the fifteen miles limits of the railroad grant, and not yet decided.

It appears, therefore, from the above calculations that the Dubuque and Pacific Railroad Company will obtain their full compliment of land under the grant estimated to cover 1,251,040 acres.

I am, very respectfully, your obedient servant,

THOMAS A. HENDRICKS,
Commissioner.

Hon. BERNHART HENN,
Agent of the State of Iowa
and the Railroad Companies, Washington, D. C.

Extract from the Constitution (first) of the State of Iowa.

INCORPORATIONS.

ARTICLE VIII. *Section* 2.—Corporations shall not be created in this State by special laws, except for political or municipal purposes; but the general assembly shall provide by general laws for the organization of all other corporations, except corporations with banking privileges, the creation of which is prohibited. The stockholders shall be subject to such liabilities and restrictions as shall be provided by law. The State shall not, directly or indirectly, become stockholder in any corporation.

CODE OF IOWA.

TITLE X.—OF CORPORATIONS.

Chapter 43.—*Corporations for pecuniary profit.*

673. Any persons may associate themselves and become incorporated for the transaction of any lawful business, including the establishment of ferries, the construction of canals, railways, bridges, or other works of internal improvement; but such incorporation confers no power or privilege not possessed by natural persons, except as hereinafter provided.

674. Among the powers of such body corporate are the following:

First. To have perpetual succession.

Second. To sue and be sued by its corporate name.

Third. To have a common seal, which it may alter at pleasure.

Fourth. To render the interests of the stockholders transferable.

Fifth. To exempt the private property of its members from liability for corporate debts, except as herein otherwise declared.

Sixth. To make contracts, acquire and transfer property, possessing the same powers in such respects as private individuals now enjoy.

Seventh. To establish by-laws, and make all rules and regulations deemed expedient for the management of their affairs in accordance with law, and not incompatible with an honest purpose.

675. Previous to commencing any business, except that of their own organization, they must adopt articles of incorporation which must be recorded in the office of the recorder of deeds of the county where the principal place of business is to be, in a book kept therefor.

676. Corporations for the construction of any work of internal improvement must, in addition, also file a copy of such articles in the office of the secretary of state, and have the same recorded by him in a book kept for such purposes. Such articles of incorporation must fix the highest amount of indebtedness or liability to which the corporation is at any one time to be subject, which must in no case, except in that of the risks of insurance companies, exceed two-thirds of its capital stock.

677. A notice must also be published, for four weeks in succession, in some newspaper as convenient as practicable to the principal place of business.

678. Such notice must contain:

First. The name of the corporation and its principal place of transacting business.

Second. The general nature of the business to be transacted.

Third. The amount of capital and stock authorized, and the times and conditions on which it is to be paid in.

Fourth. The time of the commencement and termination of the corporation.

Fifth. By what officers or persons the affairs of the company are to be conducted, and the time at which they will be elected.

Sixth. The highest amount of indebtedness or liability to which the corporation is at any time to subject itself.

Seventh. Whether private property is to be exempt from the corporate debts.

679. The corporation may commence business as soon as the articles are filed in the office of the recorder of deeds, and their doings shall be valid if the publication in a newspaper is made, and the copy filed in the office of the secretary of state, when such filing is necessary, within three months from such filing in the recorder's office.

681. Corporations for the construction of any work of internal improvement may be formed to endure fifty years. Those formed for other purposes cannot exceed twenty years in duration; but in either case they may be renewed, from time to time, for periods not greater, respectively, than was at first permissible, provided three-fourths of the votes cast at any regular election for that purpose be in favor of

such renewal; and provided also, that those thus wishing a renewal will purchase the stock of those opposed to the renewal, at its fair current value.

LAWS OF IOWA.

CHAPTER 31.

RIGHT OF WAY.

AN ACT granting to railroad companies the right of way.

SECTION 1. *Be it enacted by the general assembly of the State of Iowa*, That any railroad corporation in this State heretofore organized, or that may be hereafter organized, under the laws of this State, may take and hold, under the provisions contained in this act, so much real estate as may be necessary for the location, construction, and convenient use of their road. Such corporation may also take, remove, and use for the construction and repair of said road and its appurtenances, any earth, gravel, stone, timber, or other materials, on or from the lands so taken: *Provided*, That the land so taken otherwise than by the consent of the owners shall not exceed one hundred feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment, or depositing waste earth.

2. Such railroad corporation may purchase and use real estate, for a price to be agreed upon with the owners thereof; or the damages to be paid by such corporation for any real estate taken as aforesaid, when not agreed upon, shall be ascertained and determined by commissioners, to be appointed by the sheriff of the county where such real estate is situated, in conformity with the provisions of this act.

3. Whenever any railroad corporation shall take any real estate as aforesaid of any minor, insane person, or any married woman whose husband is under guardianship, the guardian of such minor or insane person, or such married woman with the guardian of her husband, may agree and settle with said corporation for all damages or claims by reason of the taking of such real estate, and may give valid releases and discharges therefor.

4. If the owner of any real estate over which said railroad corporation may desire to locate their road shall refuse to grant the right of way through his or her premises, the sheriff of the county in which said real estate may be situated shall, upon the application of either party, appoint six disinterested freeholders of said county, not interested in a like question, unless a smaller number is agreed upon by the parties, whose duties it shall be to inspect said real estate and assess the damages which said owner will sustain by the appropriation of his land for the use of said railroad corporation, and make report in writing to the sheriff of said county, who shall file and preserve the same; and if said corporation shall, at any time before they enter upon said real estate for the purpose of constructing said road, pay to said sheriff, for the use of said owner, the sum so assessed and returned

to him as aforesaid, they shall be thereby authorized to construct and maintain their railroad over and across said premises: *Provided,* That either party may have the right to appeal from such assessment of damages to the district court of the county where such lands are situated within thirty days after such assessment is made. But such appeal shall not delay the prosecution of the work upon said railroad, if said corporation shall first pay or deposit with the sheriff the amount so assessed by said freeholders; and in no case shall said corporation be liable for costs on appeal, unless the owner of said real estate shall be adjudged and entitled upon the appeal to a greater amount of damages than was awarded by said freeholders. The companies shall in all cases pay the costs of the first assessment.

5. The freeholders so appointed shall be the commissioners to assess all damages to the owners of real estate in said county, and said corporation may, at any time after their appointment, upon the refusal of any owner, or guardian of any owner, of lands in said county, to grant the right of way as aforesaid, by giving the said owner or guardian five days' notice thereof, in writing, either by personal service or by leaving a copy thereof at his or her dwelling, with some member of the family over fourteen years of age, have the damages assessed in the manner hereinbefore prescribed.

6. In case of the death, absence, or neglect or refusal of any of said freeholders to act as commissioners, as aforesaid, the sheriff shall summon other freeholders to complete the panel, and said commissioners shall proceed as directed in the preceding section. Said commissioners shall receive two dollars a day each for their services.

7. If, upon the location of said railroad, it shall be found to run through the land of any non-resident owner, the said corporation may give four weeks' notice to such proprietor, if known, and if not known, by a description of such real estate, by publication in some newspaper published in the county where such lands may be, (if there be any, and if not, in one nearest thereto,) that said railroad has been located through his or her lands; and if such owner shall not, within thirty days thereafter, apply to said sheriff to have the damages assessed in the mode prescribed in the preceding section, said company may proceed, as herein set forth, to have the damages assessed, subject to the same right to appeal as in case of resident owners; and upon the payment of the damages assessed to the sheriff for such owner, the corporation shall acquire all rights and privileges mentioned in the fifth section of this act.

8. Any railroad corporation may raise or lower any turnpike, plank road, or other way, for the purpose of having their railroad pass over or under the same; and in such cases said corporation shall put such turnpike, plank road, or other way, as soon as may be, in as good repair and condition as before such alteration.

9. If the proprietors of said plank road or turnpike, or the trustees, or city council having jurisdiction of such ways respectively, require further alterations or amendments of such turnpike, road, or way, and give notice thereof, in writing, to the agent or secretary of such railroad corporation, and if the parties cannot agree respecting the same, either of the parties may apply to the county judge, who, after

reasonable notice to the adverse party, shall make determination respecting such proposed alterations or amendments, and shall award costs in favor of the prevailing party.

10. If such railroad corporation shall, unnecessarily, neglect to make such alterations and amendments thus determined upon by the county judge, the said turnpike corporation, or aggrieved city or township, shall be entitled to their damages for such neglect.

11. Every railroad corporation, whilst employed in raising or lowering any turnpike, or other way, or in making any other alteration by means of which the same may be obstructed, shall provide and keep in good order suitable temporary ways to enable travelers to avoid or pass such obstructions.

12. Any railroad corporation may construct and carry their railroad across, over, or under any railroad, canal, stream, or water-course, when it may be necessary in the construction of the same; and in such cases said corporation shall so construct their railroad crossings as not unnecessarily to impede the travel, transportation, or navigation upon the railroad, canal, or stream so crossed; said corporation shall be liable for the damages occasioned to any corporation or party injured by reason of said crossing.

13. Every railroad corporation shall maintain and keep in good repair all bridges, with their abutments, which such corporation shall construct for the purpose of enabling their road to pass over or under any turnpike, road, canal, or water-course, or other way.

14. Every railroad corporation shall be liable for all damages sustained by any person in consequence of any neglect of the provisions of this act, or of any other neglect of any of their agents, or by mismanagement of their engineers, by the persons sustaining such damages.

15. Any railroad corporation shall be authorized to pass over, occupy, and enjoy, without payment of damages, any of the school, university, and saline or other lands of this State, provided no more of such lands shall be taken than is required for the necessary use and convenience of such corporation.

16. When any person owns land on both sides of any railroad, the corporation owning such railroad shall, when required so to do, make and keep in good repair one causeway, or other adequate means of crossing the same.

17. Any company organizing under this act shall, as soon as convenient after its organization, establish a principal office at some point on the line of its road, and change the same at pleasure, giving public notice in some newspaper of such establishment or change; and all process against said company shall be served on the president or secretary, or by leaving a copy at the principal office of the corporation.

18. Every company organized under this act shall be required to erect at all points where their road shall cross any public road, at a sufficient elevation from such public road to admit of free passage of vehicles of every kind, a sign with large and distinct letters placed thereon, to give notice of the proximity of the railroad, and warn persons of the necessity of looking out for the cars; and every company neglecting or refusing to erect such sign, shall be liable in damages

for all injuries occurring to persons or property from such neglect or refusal.

19. This act to take effect from and after its publication in the *Iowa Capital Reporter* and the *Iowa City Republican*, published in Iowa City.

APPROVED, January 18, 1853.

I certify that the foregoing act was published in the *Iowa Capital Reporter* and *Iowa City Republican*, on the 9th of February, 1853.

GEO. W. McCLEARY,
Secretary of State.

CHAPTER 128.—BONDS.

AN ACT regulating the interest on city and county bonds.

SECTION 1. *Be it enacted by the General Assembly of the State of Iowa*, That it shall be competent and lawful for every railroad company organized under the laws of this State, to issue its bonds to secure the payment of money borrowed for construction or equipment, at such rate of interest as it may deem expedient, and may sell the same at such discount as may be necessary; and such bonds shall be legal and binding.

2. That whenever any company shall have received, or may hereafter receive, the bonds of any city or county upon subscription of stock by such city or county, such bonds may have interest at any rate not exceeding ten per cent., and may be sold by the company at such discount as may be deemed expedient.

3. The provisions of this act shall apply to any railroad bonds which have been heretofore issued, as well as those that may hereafter be issued.

APPROVED, January 25, 1855.

I certify that the foregoing act was published in the *Iowa Capital Reporter* and *Iowa Republican* on the 14th day of February, 1855, by order of the governor.

GEO. W. McCLEARY,
Secretary of State.

CHAPTER 149.

AN ACT regulating the issue of county and corporate bonds.

SECTION 1. *Be it enacted by the general assembly of the State of Iowa*, That in all cases where county, city, or town incorporations have or may hereafter become stockholders in railroads, or other private com-

panies or incorporations, it shall not be lawful for the county judges, mayors, or other agents of such cities or counties, to issue the bonds of their counties or cities until they are satisfied that the contemplated improvement will be constructed through or to their respective cities or counties within thirty-six months from the issuing and delivery of said bonds; and the proceeds of such bonds shall in all cases be expended within the county in which said city may be situated: *Provided*, That nothing in this act shall in any way affect corporation rights for any contracts or subscriptions heretofore made with any railroad company or corporation for the issuing of county corporation bonds.

2. This act to be in force from and after its publication in the *Iowa City Reporter* and *Republican*.

APPROVED, January 25, 1855.

I certify that the above act was published in the *Iowa Capital Reporter* on the 7th of February, and *Iowa Republican* on the 31st day of January, 1855.

GEO. W. McCLEARY,
Secretary of State.

CODE OF IOWA.

TITLE 10.—CHAPTER 43.

700. When the franchise of a corporation has been levied upon under an execution and sold, the corporators shall not have power to dissolve the corporation so as to destroy the franchise, and if they neglect to keep up an organization sufficient to enable the business to proceed, the purchaser thereupon becomes vested with all the powers of the corporation requisite therefor; and when it becomes impracticable for an individual so to conduct them, and in cases where doubts and difficulties not herein provided for arise, the purchaser may apply by petition to the district court, which is hereby vested with authority to make any orders requisite for carrying into effect the intent of this chapter in this respect.

TITLE 3.—CHAPTER 15.

Authorizing counties to take stock, &c.

114. The county judge may submit to the people of his county at any regular election, or at any special one called for that purpose, the question whether money may be borrowed to aid in the erection of public buildings; whether the county will construct, or aid to construct, any road or bridge which may call for an extraordinary expend-

iture; whether stock shall be allowed to run at large, or at what time shall be prohibited; and the question of any other local or police regulation not inconsistent with the laws of the State. And when the warrants of a county are at a depreciated value he may in like manner submit the question whether a tax of a higher rate than that provided by law shall be levied, and in all cases when an additional tax is laid in pursuance of a vote of the people of any county for the special purpose of repaying borrowed money, or of constructing or aiding to construct, any road or bridge, such special tax shall be paid in money, and in no other manner.

115. The mode of submitting such questions to the people shall be the following: The whole question, including the sum desired to be raised, or the amount of tax desired to be levied, or the rate per annum, and the whole regulation, including the time of its taking effect or having operation, if it be of a nature to be set forth, and the penalty for its violation, if there be one, is to be published at least four weeks in some newspaper printed in the county. If there be no such newspaper, the publication is to be made by being posted up in at least one of the most public places in each township in the county, and in all such cases in at least five among the most public places in the county, including the above, and one of them, in all cases, at the door of the court-house, during at least thirty days prior to the time of taking the vote. All such notices shall name the time when such question will be voted upon, and the form in which the question shall be taken, and a copy of the question submitted shall be posted up at each place of voting during the day of election.

116. When a question so submitted involves the borrowing or the expenditure of money, the proposition of the question must be accompanied by a provision to lay a tax for the payment thereof, in addition to the usual taxes as directed in the following section, and no vote adopting the question proposed will be of effect unless it adopt the tax also.

117. The rate of tax shall in no case be more than one per cent. on the county valuation in one year. When the object is to borrow money for the erection of public buildings as above provided, the rate shall be such as to pay the debt in a period not exceeding ten years. When the object is to construct, or to aid in constructing, any road or bridge, the annual rate shall be not less than one mill on a dollar of the valuation, and any of the above taxes becoming delinquent shall draw the same interest with the ordinary taxes.

118. When it is supposed that the levy of one year will not pay the entire amount, the proposition and vote must be to continue the proposed rate from year to year until the amount is paid.

119. The county judge on being satisfied that the above requirements have been substantially complied with, and that a majority of the votes cast in favor of the proposition submitted, shall cause the proposition and the result of the vote to be entered at large in the minute-book, and a notice of its adoption to be published for the same time, and in the manner, as above provided for publishing the preliminary notice; and from the time of entering the result of the vote in relation to borrowing or expending money, and from the completion

of the notice of its adoption in the case of a local or police regulation, the vote and the entry thereof on the county records shall have the force and effect of an act of the general assembly.

120. Propositions thus adopted, and the local regulations thus established, may be rescinded in like manner and upon like notice, by a subsequent vote taken thereon, but neither contracts made under them, nor the taxes appointed for carrying them into effect, can be rescinded.

121. The judge shall submit the question of the adoption or recision of such a measure when petitioned therefor by one fourth of the voters of the county.

122. The record of the adoption or recision of any such measure shall be presumptive evidence that all the proceedings necessary to give the vote validity have been regularly conducted.

123. In case the amount produced by the rate of tax proposed and levied exceeds the amount sought for the specific object, it shall not therefore be held invalid, but the excess shall go into the ordinary county funds.

124. Money so raised for such purposes is especially appropriated and constitutes a fund distinct from all others in the hands of the treasurer, until the obligation assumed is discharged.

MORTGAGE.

THIS INDENTURE OF MORTGAGE, made this fourteenth day of March, 1857, between the Dubuque and Pacific Railroad Company, a corporation organized under and in conformity to the acts of the general assembly of the State of Iowa, of the first part, and Abram S. Hewitt, Thomas E. Walker, Frederick Schuchardt, of the city of New York, and Curtis B. Raymond, of the city of Boston, parties of the second part, they being trustees for the uses and purposes, and upon the terms and conditions hereinafter set forth, *Witnesseth:*

Whereas, the party of the first part, for the purpose of raising funds from time to time for the construction and completion of the railroad and branch hereinafter described, with its equipment, and the payment of the necessary expenditures for that purpose, purposes to execute and deliver to the parties of the second part, its construction bonds or obligations, in pursuance of the provisions of the act of the general assembly of the said State of Iowa, approved January, 1857, and thereby to become indebted to various persons, bodies politic or corporate, who shall become holders of the said construction bonds or obligations, in the sum of twelve millions of dollars, lawful money of the United States, secured to be paid by twelve thousand construction bonds or obligations of said company, of and for the sum of one thousand dollars each, with the right and privilege reserved to said company to execute, issue, and deliver hereafter, in case it shall become necessary, in order to secure the completion and proper equipment of said road and branch, a further amount of three thousand of like bonds of one thousand dollars each, making in the whole a sum not exceeding fifteen millions of dollars, to be issued and secured by the terms and conditions of this instrument, each one of which bonds shall provide for the

payment unto the said persons, associations, bodies politic or corporate, who may become the holders thereof, the sum of one thousand dollars on the first day of April, one thousand eight hundred and eighty-seven, and also for the interest on the same at the rate of seven per centum per annum, payable on the first day of October and April ensuing the date of said bonds, until the principal sums named therein respectively shall be paid and satisfied according to the tenor thereof:

Now therefore, this indenture witnesseth, that the said party of the first part, for the better securing the payment of the sums of money mentioned in the said construction bonds or obligations, and the interest thereon, and also for and in consideration of the sum of one dollar in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed, and confirmed, and by these presents doth grant, bargain, sell, and convey unto the said parties of the second part, and to their successors, who may be appointed or selected in the manner and according to the conditions hereinafter set forth, all and singular the road-way, stations, depot land, and other lands appurtenant to said railroad, now owned or hereafter to be acquired by said party of the first part, constituting or belonging to the railroad of said first party, extending from the city of Dubuque in the State of Iowa, to a point on the Missouri river, at or near Sioux City, in the said State, with a branch from the Tete des Morts to the nearest point on said road; together with all the locomotives, cars, buildings, machinery, tools or implements whatever, belonging or appurtenant to said railroad, and all the franchises, rights or privileges belonging to said company, or in any way pertaining or appurtenant to said railroad, now existing, or hereafter to be acquired.

Also, all right, title, interest, claim, or demand which said party of the first part now has, or hereafter shall acquire, in or to all public lands of the United States, granted by act of Congress, approved 15th May, 1856, to the State of Iowa, and by the general assembly of said State of Iowa, by act approved July 14, 1856, granted to the said Dubuque and Pacific Railroad Company, the party of the first part; subject however to the terms and conditions of the said acts of Congress and of the general assembly of the State of Iowa, with all the estate, right, title, and interest, property, possession, claim, or demand whatever, at law or in equity, of the said parties of the first part in and to the same, and each and every part or parcel thereof, excepting, saving, and reserving to the party of the first part all lands now owned or hereafter to be acquired by them, which may not be included in the said grant of public land from the United States, and may not be necessary for the uses and purposes of said railroad, and the depots and right of way thereof.

To have and to hold, all and singular, the lands and premises hereby granted or intended so to be, and each and every part and parcel thereof with the appurtenances thereunto belonging, unto the said parties of the second part, the survivors or survivor of them, and their successors, appointed or elected in manner hereinafter provided, for the uses and purposes, and upon the trusts, terms, and conditions in this indenture set forth and declared.

Provided always, and these presents are upon the express condition,

that if the said parties of the second part shall well and truly pay, or cause to be paid, to the holders of the said construction bonds or obligations, and every of them, the principal sums of money therein mentioned, according to the true intent and meaning thereof, with the interest thereon at the times and in the manner as hereinbefore provided, according to the true intent and meaning of these presents, that then and from thenceforth this indenture and the estate hereby granted shall cease and determine, and all the right, title, and interest in any and all property hereby conveyed to the parties of the second part, not then disposed of by them, under the powers hereby conferred upon them, shall revert to and vest in the party of the first part.

This indenture further witnesseth, that these presents, and the said construction bonds or obligations, are made, executed, and delivered upon the terms, conditions, and agreements following, that is to say:

First. That the actual possession, management, use, and control of said railroad and branch, with the appurtenances to them belonging, shall be and remain with the party of the first part, without molestation or interference of the parties of the second part, except as is herein specially provided, so long as the said construction bonds or obligations shall remain without default or forfeiture, and said party of the first part shall perform and keep the stipulations thereof.

Second. It is agreed that all the construction bonds which shall be executed and issued by the party of the first part, under the provisions of this indenture, shall be delivered to the parties of the second part, to be countersigned by them as trustees under this instrument; and that said bonds, when so delivered and perfected, shall be sold or disposed of solely by the parties of the second part, as agents of the party of the first part, and for the purpose of securing the application of the avails thereof to the construction and equipment of said road and branch, according to the terms of this instrument. The party of the first part shall proceed immediately after the execution and delivery of this indenture, to prepare and perfect and deliver to the parties of the second part the said bonds, and shall continue to deliver the same from time to time, and as fast as they may be needed by the parties of the second part, until the whole of said first-mentioned amount, or twelve million dollars, shall have been so delivered to said party of the second part. And said parties of the second part shall forthwith proceed to make negotiations for the sale of said bonds; and they are hereby authorized, in the exercise of their best discretion and judgment, to sell and dispose of all or any part of said bonds on such terms, at such price, and to such parties, as they shall deem most judicious and best adapted to secure the prompt construction of said road, and the security of the holders of the said bonds, and the interests of the party of the first part.

Third. Whereas, a portion of the road of the party of the first part, hereby conveyed to the parties of the second part, is already constructed, and a portion is now in process of construction, and said party of the first part is now indebted in its bonds, issued in payment for funds expended in such construction, to the amount of about five hundred and fifty thousand dollars, and is also otherwise indebted for like expenditures in the further sum of about two hundred and fifty thou-

sand dollars, it is hereby agreed by both the parties hereto, that the said parties of the second part shall have the authority to exchange the bonds hereby authorized to be issued for any of such outstanding bonds, with the interest thereon, or other indebtedness of the party of the first part, or to pay such outstanding bonds or other indebtedness, out of the avails of construction bonds sold by them, and to cancel such bonds or other indebtedness, so exchanged or paid, and return the same to the party of the first part.

Fourth. The avails of the sales of the remainder of said construction bonds shall be applied to the payment of expenditures for the construction and equipment of the remainder of said road and branch in manner following, to wit:

The said party of the first part will make contracts for construction and equipment of said road and branch, and for materials to be used therein, which contracts shall be subject to the approval of the parties of the second part; and after being so approved, and payments becoming due thereon to parties executing the same, for work actually done or materials actually furnished, and the quantity and quality of such work being certified to by the engineer appointed by the parties of the second part for that purpose, the parties of the second part, upon requisition of the party of the first part, will, from time to time, pay the sums certified to be due and payable as aforesaid out of any funds in their hands arising from the sales of said construction bonds.

It is further agreed between the parties hereto that all the lands granted by the act of Congress to the State of Iowa, and by the general assembly of the State of Iowa to the party of the first part, to aid in the construction of the road and branch hereinbefore mentioned, by virtue of the acts aforesaid, as they shall from time to time become subject to sale, shall be under the sole and exclusive management and control of the parties of the second part, who shall have full power and authority to sell and dispose of the same at such price, on such credit or terms of payment and such other conditions as to them shall seem most judicious for the interest of all parties, and especially to secure the payment in full of all the construction bonds issued as hereinbefore provided.

And for this purpose it is agreed that said parties of the second part shall cause all said lands, as they shall from time to time become subject to sale, to be carefully examined and surveyed, and shall affix to each tract or parcel such price as in their judgment shall be most judicious, having in view the interests of all parties; and said lands shall be and remain at all times thereafter open for sale to any person who may desire to purchase and pay therefor—the prices being, nevertheless, at times subject to revision and alteration by the parties of the second part.

The purchaser shall at all times be at liberty to pay for any lands purchased by him in the aforesaid construction bonds at par. And when any tract or parcel of said lands shall have been purchased and paid for, either in bonds or cash, the same shall be conveyed by said parties of the second part to the purchaser in fee simple, and shall by such conveyance be absolutely and forever released from any and all

lien or incumbrance for or on account of said bonds or any other debt or obligation of said party of the first part.

The parties of the second part shall and will cancel and discharge each and every construction bond or obligation and the interest warrants thereon, which they may receive in payment for land, by defacing the seal of the corporation on receipt thereof, and will make, or cause to be made on the face thereof, a note or memorandum, with proper description of the land sold or conveyed, with the date of the conveyance for which the same has been received and canceled in such manner as will enable the party of the first part to trace the appropriation of such construction bonds.

The parties of the second part shall and will set forth and declare in each deed of conveyance the true amount of the purchase money of the land therein conveyed, and the part thereof for which a bond or bonds may have been received, with the number and amount thereof, and also the sum actually paid in cash for the remainder of said purchase money; and whenever a bond or bonds exceeding the amount of purchase money may have been received in payment thereof, the amount in cash shall be refunded to the purchaser or holder of such bond or bonds for such excess.

The said parties of the second part shall have full power and authority to employ all such engineers, surveyors, agents, officers, clerks, and assistants as they may find necessary to enable them to discharge properly the duties devolving upon them under the provisions of this instrument, in reference to the manner and cost of the construction and equipment of said road and branch, as well as in reference to the examination, appraisal, and sale of said lands, and the issue, sale, and redemption of said bonds, and generally to do all their duties as trustees under this indenture. And they shall also be at liberty to elect either one or more of their own number, or some other competent person to act generally in their behalf, and devote his time to the duties devolving on said trustees, at a salary to be fixed by said parties of the second part, not exceeding in the aggregate the sum of ten thousand dollars per annum. And all the salaries and expenses of the person so employed, and of all other persons employed as aforesaid by said parties of the second part, and all other necessary expenses incurred by the parties of the second part, in discharging any and all the duties devolving on them under the provisions of this indenture, shall be paid by the party of the second part out of funds received by the party of the second part from the party of the first part, if sufficient for that purpose; and if not, then out of any funds in the hands of said parties of the second part, derived from the sale of said bonds, or of the lands, or any property received by them by virtue of this indenture. But no one of the said parties of the second part, except as aforesaid, shall be paid any sum for personal services rendered as trustee under this instrument, out of any of the funds herein devoted to the construction of said road, or the payment and redemption of said bonds. But it is agreed that said trustees are to receive, as a compensation in full for their personal services under this trust, ten thousand shares of optional rights of subscription to the stock of said company, of the same character as those to be issued to parties who

subscribe for the construction bonds hereinbefore mentioned, to be equally divided between said trustees, and to be delivered to them as follows, viz: one fourth of said amount upon delivery of this deed, and the acceptance by them of said trust; one fourth when said road is opened for use to Cedar Falls; one fourth when said road is opened for use to Fort Dodge, and the remaining one fourth when said road is opened for use to the Missouri river.

Provided, that in case of the death, resignation, removal, or disability of either of said trustees, all claims to such optional rights, not then already actually delivered to him, shall be thenceforth forfeited, and the remaining portion of the one fourth of said ten thousand shares, which would have accrued to him, shall enure to the benefit of his successor, appointed in the manner herein provided.

It is further agreed by and between the parties hereto that during the progress of the construction of said railroad and branch, and until the same shall be completed and in operation, the said party of the first part shall pay out of the gross receipts from the operation of such portion thereof as may be from time to time in use, the necessary expenses of operating said road, and the necessary expenses of keeping up the organization and operations of said company, and also all taxes which may be imposed by the State of Iowa upon the property of said company, and that any balance of profits from the operations of said road after payment of the expenses aforesaid that may remain, and the net proceeds of sales of town lots and lands hereby reserved, after deducting therefrom any appropriations of money not otherwise provided for, shall be paid over quarterly to the parties of the second part.

The parties of the first part shall also pay over to the parties of the second part, as fast as they shall receive the same, all the avails of the stock issued or to be issued by said party of the first part; and any other moneys which may come into the hands of the party of the first part after payment of the necessary expenses aforesaid.

It is further agreed by and between said parties that after the said road and branch shall have been completed and in operation, the said party of the first part shall, after paying out of the gross earnings thereof, the necessary expenses of operating the same and keeping said road and equipment in proper repair, and the necessary expenses of said company, and all taxes imposed by the State of Iowa, pay over quarterly to said parties of the second part the whole of the remainder of such gross earnings, to be by them appropriated to the payment of the semi-annual interest on the said construction bonds, unless such remainder of said gross earnings shall be more than sufficient for the payment of the whole of such interest then from time to time falling due, in which case said party of the first part shall pay over from such gross earnings so much as may be necessary to pay said interest on said construction bonds as the same shall, from time to time, fall due, and may retain any balance for dividends to its stockholders or for other purposes.

It is further agreed that out of the funds which shall come into the hands of the parties of the second part from the net earnings of said road, and from the avails of the stock of the said company, and from the other sources herein provided, said parties of the second part shall

pay the interest on the said construction bonds as they shall from time to time be issued and semi-annually fall due, and if the means aforesaid shall at any time be insufficient for the payment of said interest, then the parties of the second part are to be at liberty to devote to that purpose the interest received by them on any sums due from purchasers of lands; and if this shall be insufficient, then a portion not exceeding ten per cent. of the avails of the sales of lands made by the parties of the second part; and if there shall still be a deficiency in the amount necessary to meet the interest on said construction bonds, the parties of the second part shall be at liberty to supply such deficiency from any funds that may be in their hands as avails of construction bonds sold by them; and out of any surplus in the interest fund, shall annually pay seven per cent. on the amount actually paid in on the stock of the said company.

The said parties of the second part shall also be at liberty to devote a portion, not exceeding fifteen per cent. of the avails of the sales made by them of the lands conveyed to them by this instrument, to the payment of the necessary contingent expenses of the said company, provided such expenses shall have been incurred for purposes approved by said parties of the second part, and said company shall be without other means for the payment of the same. And in case of a deficiency in the amount necessary to meet the accruing interest on said bonds, the aforesaid amount of fifteen per cent. of such avails of land sales may, with the ten per cent. of such avails heretofore provided for, be, at the discretion of said parties of the second part, devoted to supply such deficiency in said fund for payment of interest. And in case the total sales of land at any time shall have been so small that the aforesaid ten and fifteen per cent. of the avails thereof shall prove insufficient for the purposes above specified, said parties of the second part shall be at liberty to devote, set apart, sell, or otherwise dispose of a portion not exceeding in the whole twenty-five per cent. of said lands and devote the avails thereof to the purposes aforesaid.

It is further agreed that the parties of the second part, after appropriating such portions of the ten per cent. and fifteen per cent., hereinbefore mentioned, of the avails of the sales of the lands herein conveyed, or of said lands themselves, to the purposes therein specified, as they shall deem judicious and most conducive to the interests of all parties concerned, not exceeding in the whole twenty-five per cent. of said lands the avails thereof, all the remainder and residue of all sales made by them of lands hereby conveyed, after deducting the necessary expenses of executing their trust as herein set forth, shall be devoted by them to the sole and exclusive purpose of the payment of all the construction bonds issued under and in conformity to the terms of this indenture. And for this purpose all such avails of sales shall from time to time, as the same are realized, be used in the purchase of such bonds in the market, to be canceled, so long as such purchases can be made at a rate not exceeding five per cent. premium upon the par value of such bonds, and whenever such bonds cannot be purchased at that rate, said parties of the second part shall advertise in two newspapers printed in the city of New York, one in London, and in other cities at their discretion, not less than three weeks, and at least six months previous

to the maturity of the next interest warrants on said bonds, giving notice of their readiness to redeem a certain amount of said bonds, specifying the amount and number of the bonds they propose to redeem. And after the time limited in such advertisement, interest shall cease to accrue on the bond or bonds thus specified, and the said trustees shall redeem the same whenever presented at the rate aforesaid, but without further interest.

This indenture further witnesseth, that the said party of the first part doth hereby covenant and agree to pay to the holders of said construction bonds respectively, the said principal sums of money therein mentioned. If any default shall be made in the payment of interest on any one of said bonds for sixty days after demand, at the place of payment, when the same becomes due, then the trustees may, on being requested by the holders of at least one hundred thousand dollars of such bonds, enter into, and take possession of said railroad and branch, and all of its appurtenances, and all the property conveyed by this deed. And in case said trustees shall take possession of the said railroad, they shall have full power to operate the same in such manner as in their judgment will best secure the interest of all parties. If said default shall continue for one year from the time of such demand and refusal, the principal sum of such bonds shall become due and payable. The said trustees may then sell said road or property, or so much thereof as shall be necessary, at public sale, provided that at least six months' previous notice of the time and place of such sale shall have been given in at least one newspaper in the city of New York, and one in the city of Dubuque. In case of such sale it shall be the duty of the trustees to make, execute, and deliver a conveyance of the said road and any other property thus sold, which shall convey to the purchaser all the rights and privileges of the said railroad company in and to the property thus sold, to the same extent as the same shall have previously been enjoyed and held by said company.

Said trustees shall, after paying the expenses of the foreclosure and sale, apply the proceeds to the payment of said construction bonds and interests warrants; and, after the payment of all such bonds and expenses, the remainder of the proceeds of the sale, if any, shall be paid to the said party of the first part; or, in case of a sale of the entire rights and privileges of the said corporation, then the trustees shall divide the surplus, if any, among the stockholders in proportion to their respective interests.

In case a vacancy shall happen in the number of the trustees hereinbefore mentioned, as parties of the second part in this indenture, the remaining trustees shall, while said vacancy exists, have all the rights, exercise all the powers, and discharge all the duties devolving on all the said trustees by this instrument. But as soon as it conveniently may be done, such vacancy shall be filled by the nomination, by the remaining trustess, of some proper person to fill such vacancy, which nomination shall be submitted to the board of directors of said company, and if approved by them the person so nominated and approved shall at once become a trustee under this instrument. If said nomination is not approved, another person shall be nominated by said remaining trustees, and so on till a nomination is made which shall

be so approved. But if, after three nominations, neither shall be approved by said board, said vacancy shall be filled by a committee of three persons, selected, one by said remaining trustees, one by said board of directors, and a third by the two thus selected, and the person appointed trustee by a majority of the committee shall be and remain a trustee under this instrument. And the person regularly appointed a trustee to fill a vacancy in either of the forms above specified, shall, from and after his said appointment, become vested with the same powers, rights, and interests, and charged with the duties and responsibilities as if he had been one of the original trustees, parties of the second part named in and executing this instrument.

It is further agreed by and between the parties hereto that in case, during the construction of said road and branch, the parties hereto shall become satisfied that the avails of the said twelve millions of dollars of construction bonds hereinbefore mentioned, together with the other moneys herein specified, will be insufficient to pay the whole cost of constructing said road and branch, including that portion thereof now constructed and under construction, together with the other expenditures herein authorized to be made, then the party of the the first part, with the consent and approbation of the parties of the second part, shall be at liberty to execute and issue a further amount of construction bonds in all respects like those hereinbefore authorized, not exceeding in the whole three thousand of such bonds, for one thousand dollars each, whichshall be delivered to and countersigned by said parties of the second part or their successors, and disposed of by them on the same conditions, and the avails devoted to the same purposes as is herein provided in respect to said twelve thousand bonds first to be issued. And the said bonds so subsequently issued shall be in all respects subject to all the terms and conditions of this indenture, in the same manner and to the same extent in every respect as if they were a portion of the said twelve thousand bonds so originally issued.

It is further agreed by and between the parties hereto that whenever all the construction bonds which shall have been executed and issued by the party of the first part under and in conformity to the provisions of this indenture shall, with the interest thereon, have been fully paid, together with all the expenses incurred by the parties of the second part in the execution of the trust herein and hereby confided to them, the parties of the second part and their successors will reconvey to the party of the first part all and singular the railroad, its premises, and appurtenances, and all other property, real or personal, then in the hands of said parties of the second part, portion of the property hereby conveyed, or the avails thereof, and not before that time by them sold or disposed of in the execution of the trust hereby created.

And it is hereby mutually agreed by and between the parties hereto that the parties of the second part, their heirs, executors, and administrators, shall not be answerable for the acts, omissions, or defaults of each other, and that each shall be responsible for gross negligence and willful default only.

In case the trustees shall at any time have any trust moneys on hand which will not be required to meet any immediate liability of the company to which said trust fund is devoted, the said trustees may deposit

such funds on interest with some safe bank or trust company in the city of New York, or may loan the same on call or short time, taking ample security in United States stocks, or the stocks of the State of New York, Ohio, Massachusetts, or the obligations of the city of New York.

The books of the railroad company and the trustees shall be mutually open to the inspection of each other, and balance sheets shall be exchanged at least once in six months.

The said railroad company shall have authority to make contracts from time to time, which shall be binding without the approval of the trustees, as hereinbefore provided: *Provided always*, That the total amount of contracts so outstanding at any one time, not approved by the trustees, shall not exceed the sum of one hundred thousand dollars.

A majority of the trustees or the survivors shall form a quorum for business.

In witness whereof, the said railroad company have caused these presents to be executed in reduplicates to the number of twenty, of even date, tenor, and effect, and have caused the same to be signed by the president and secretary, and the seal of said corporation to be hereto affixed, at the city of Dubuque, and the State of Iowa, this 14th day of March, 1857.

[L. S.]

JESSE P. FARLEY,
President.
H. P. LEECH,
Secretary.

STATE OF IOWA, *Dubuque County:*

Be it remembered, that personally appeared before me, James M. McKinlay, a notary public duly commissioned and qualified, in and for said county, Jesse P. Farley, president, and H. P. Leech, secretary of the Dubuque and Pacific Railroad Company, both of whom are personally known to me to be the identical persons whose names are affixed to the above as mortgagors, and acknowledged the same to be their free and voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal, this 16th day of March, A. D. 1857.

[L. S.] JAMES M. McKINLAY, *N. P.*

UNITED STATES OF AMERICA.

STATE OF IOWA.

DUBUQUE AND PACIFIC RAILROAD COMPANY.

Construction Bond.

No. —, $1,000.

Interest at seven per cent. per annum, payable half yearly, on the first of October and first of April.

Secured by mortgage of the railroad and all the chartered rights of the company, and by the public land granted by act of Congress of the United States.

Land grant, 3,840 acres per mile.

Length of road, 331½ miles.

This certifies that the Dubuque and Pacific Railroad Company is indebted to for moneys advanced for the construction of its railroad, with its appurtenances; and that in consideration thereof, the said Dubuque and Pacific Railroad Company doth hereby promise and agree to pay to or assigns, the sum of one thousand dollars, at the office of said company, in the city of New York, on the 1st day of April, 1887; and also interest on the same at the rate of seven per centum per annum, from the 1st day of April, 1857, on the first day of April and October of each and every year ensuing the date hereof, until said principal sum shall be paid, on presentation of the annexed warrants, as they severally become due, at the said office. But the company reserves the right to purchase this obligation at any time, by agreement with the holder; or to pay the same at any time, to be specified by advertisement in the manner set forth in the mortgage given for the security of the bond, by adding to the principal a sum equal to five per cent. thereof.

The payment of the construction bonds is secured by a mortgage executed to trustees of the railroad, its appurtenances and chartered rights; and upon the lands granted by act of Congress to aid in the construction of said road; which said mortgage is executed in pursuance of an act of the general assembly of the State of Iowa, approved January —, 1857, and conveys said railroad and lands to trustees, with power of sale for the purpose of securing the payment of said bonds and the interest thereon; and the faithful application of the proceeds of the construction bonds to the construction and equipment of said railroad, according to the true intent and meaning of the act of Congress, approved May 15, 1856, granting said lands; and the act of the general assembly of the State of Iowa, approved July 14, 1856, and the act supplemental thereto, approved January, 1857.

In witness whereof, said company hath caused this bond to be signed by its president and secretary, and its corporate seal to be hereto affixed,

at its office, in the city of Dubuque, this first day of April, one thousand eight hundred and fifty-seven.

[L. S.]

——— ———, *President.*
——— ———, *Secretary.*

Countersigned.

———, ———, ———, } *Trustees.*

Coupon.

The Dubuque and Pacific Railroad Company will pay, at the office of the said company, in the city of New York, to the holder hereof, on the 1st day of , 1857, thirty-five dollars, for interest due on bond No. —.

$35.

——— ———, *Secretary.*

1 to 60 numbered in color.

Deed of Trust made by the Dubuque and Pacific Railroad Company.

This indenture, made this ninth day of June, A. D. 1857, between the Dubuque and Pacific Railroad Company, a corporation organized under and in conformity to the acts of the general assembly of the State of Iowa, of the first part, and Abram S. Hewitt, Thomas E. Walker, Frederick Schuchardt, of the city of New York, and Curtis B. Raymond, of the city of Boston, of the second part, witnesseth:

Whereas the State of Iowa did, by an act of the general assembly of said State, approved 14th July, 1856, accept the grant which was made by the United States to the State of Iowa, by an act of Congress of the United States, approved 15th May, 1856, of certain lands of the United States to aid in the construction of railroads in the State of Iowa, and by said act of 14th of July, 1856, dispose of, grant, and convey to and upon the Dubuque and Pacific Railroad Company so much of the lands, interest, rights, powers, and privileges as were or might be granted in pursuance of the act of Congress aforesaid, to aid in the construction of a railroad from the city of Dubuque to a point on the Missouri river, at or near Sioux City, with a branch from the mouth of the Tete des Morts to the nearest point on said road, to be completed as soon as the main line is completed to that point; and which said grant was accepted by the Dubuque and Pacific Railroad Company.

And whereas, by an act of the general assembly of said State, approved 28th January, 1857, supplemental to said act of 14th July, 1856, the Dubuque and Pacific Railroad Company were authorized and empowered to make such disposition of the lands granted as aforesaid, by mortgage or deed of trust, as might be deemed proper, for the purpose of securing any amount of construction bonds necessary for the

completion of said railroad from the city of Dubuque to the Missouri river, and said Tete des Morts branch, provided that the moneys realized from the sale of said lands should be applied exclusively to the construction and equipment of said railroad and branch.

And whereas, said act of 28th January, 1857, provided that any such mortgage or deed of trust should bind and be a valid lien upon all the property mentioned in such mortgage or deed of trust, including rolling stock, and that the purchaser under a trustee's sale or foreclosure of mortgage should have and enjoy all the rights of a purchaser on execution sale.

Now, in consideration of the premises above recited, and fully to comply with the requisitions of the said acts of the general assembly of the State of Iowa, and in consideration of the sum of one dollar paid by said Abram S. Hewitt, Thomas E. Walker, Frederick Schuchardt, and Curtis B. Raymond, to the Dubuque and Pacific Railroad Company, the receipt whereof is hereby acknowledged, the Dubuque and Pacific Railroad Company, party of the first part, has granted, bargained, sold, conveyed, and confirmed, and by these presents doth grant, bargain, sell, convey, and confirm to said party of the second part, and to their successors, all and singular, the roadway, stations, depot lands, and other lands appurtenant to said railroad, now owned or hereafter to be acquired by said party of the first part, constituting or belonging to the railroad of said first party, extending from the city of Dubuque, in the State of Iowa, to a point on the Missouri river at or near Sioux City, in the said State, with a branch from the Tete des Morts to the nearest point on said road, together with all the locomotives, cars, buildings, machinery, tools, or implements whatever, belonging or appurtenant to said railroad, and all the franchises, rights, or privileges belonging to said company, or in any way pertaining or appurtenant to said railroad, now existing or hereafter to be acquired.

Also, all right, title, interest, claim, or demand which said party of the first party now has, or hereafter shall acquire, in or to all public lands of the United States, granted by act of Congress approved 15th May, 1856, to the State of Iowa, and by the general assembly of said State of Iowa by act approved 14th July, 1856, granted to the Dubuque and Pacific Railroad Company; subject, however, to the terms and conditions of said act of Congress and acts of the general assembly of the State of Iowa; with all the estate, right, title, and interest, property, possession, claim, or demand whatever, at law or in equity, of said party of the first part, in and to the same, and each and every part and parcel thereof; excepting, saving, and reserving to the party of the first part all lands now owned or hereafter acquired by it, not included in said grant of public land from the United States, and and which may not be necessary for the uses and purposes of said railroad, and the depots and right of way thereof.

To have and to hold, all and singular, the lands and premises hereby granted or intended so to be, and each and every part and parcel thereof, with the appurtenances thereunto belonging, unto said party of the second part, their survivors or survivor, and their successors, for

the uses and purposes, and upon the trusts, terms, and conditions in this indenture set forth and declared.

This indenture further witnesseth, that the party of the first part, for the purpose of raising funds from time to time, for the construction and completion of said railroad and branch, with its equipment, and the payment of the necessary expenditures for that purpose, propose to execute and deliver to the party of the second part, its construction bonds or obligations, in pursuance of the propositions of said act of 28th January, 1857, and thereby to become indebted to various persons, bodies politic or corporate, who shall become holders of the said construction bonds or obligations in the sum of twelve million dollars, lawful money of the United States, namely, twelve thousand bonds for the sum of one thousand dollars each, with the right and privilege reserved to said company to execute, issue, and deliver hereafter, in case it shall become necessary, in order to secure the completion and proper equipment of said road, three millions more of construction bonds.

This indenture is made for the further purpose of insuring to the party of the second part, not only all the title that said railroad company now has, but all the title which may hereafter be acquired, or which may be perfected or certified to said company.

And it is expressly agreed and understood that said party of the first part will, from time to time, execute such other and further instruments, deeds, and covenants, from time to time, as said party of the second part, or their counsel learned in the law, may deem necessary and proper, for the purpose of making a good and sufficient title to said lands, and of securing the payment of said construction bonds and the interest thereon.

And said party of the first part hereby covenants and agrees to forever warrant and defend the title of said lands to the parties of the second part, their successors and assigns, against the lawful claims and demands of all persons whomsoever. Also, that the said lands are free from all incumbrance, done or suffered by the party of the first part, except the mortgage before recited, executed to the party of the second part on the 14th day of March last, for the purpose of securing the identical construction bonds herein mentioned; that said party of the first part now has all the title and right which was granted by Congress to the State of Iowa, and by said State to the party of the first part.

The said party of the first part further covenants and agrees with the party of the second part to use all lawful and just means in its power to manage said railroad and the affairs thereof in such a manner as will be the best calculated to secure the payment of said construction bonds and the interest warrants; and that said party of the first part will use its best endeavors to coöperate with the trustees in expending the money arising from the sale of construction bonds to the sole and exclusive purpose of constructing and equipping said road and branch according to the true construction of the act of Congress and the several acts of the general assembly of the State of Iowa relating to said land grants.

And said party of the first part further covenants and represents that said party has full and ample power and lawful authority, accord-

ing to legal usage in the State of Iowa and the United States, to make, execute, and deliver this deed and said mortgage, heretofore executed on the 14th day of March last, for the purpose of securing said construction bonds; and that, according to said laws and usage, all subsequent rights which may be perfected to said lands will enure, by estoppel, to the sole use and benefit of the party of the second part; that this right and lawful authority exist by express legislation as well as by usage and legal construction, as may be seen by reference to the several acts of the general assembly of the State of Iowa in this respect made and provided.

And said party of the first part further covenants and represents that all the laws, usages, and acts of the general assembly, made and provided, or bearing any relation to this subject, shall be considered a part and parcel of this contract and deed, the same as though such laws and usages were herein set forth at large. And further, that it is a well settled principle of law in the United States of America and the State of Iowa, that such laws and usages do enter into and become a part of the contract, without reciting or referring to the same; and that no subsequent legislature can pass any act that will abrogate, repeal, or impair the rights of the party of the second part.

The said party of the first part hereby declares that this deed of trust and said mortgage, heretofore executed on the 14th day of March, A. D. 1857, to the party of the second part, shall both stand together and be considered as parts of the same transaction for the purpose of effectually securing the payment of said construction bonds and the interest thereon, and that both of said instruments shall be liberally construed, so as to give the most ample and complete security to the party of the second part, that by law or usage can be conferred upon trustees or mortgagees, or either; for such is the true intent and meaning of the party of the first part in the execution and delivery of said mortgage deed and these presents. In faith of which, said party of the first part has caused these presents to be signed by its president and attested by the secretary, with the seal of said corporation hereto affixed, at the office of the company, in the city of Dubuque, in the State of Iowa and United States of America, this 9th day of June, A. D. 1857.

[L. S.]

J. P. FARLEY, *President.*
H. P. LEECH, *Secretary.*

STATE OF IOWA, *Dubuque County, ss:*

Be it remembered, that on this 9th day of June, 1857, before me, James M. McKinlay, a notary public of Iowa, in and for said county, in person came Jesse P. Farley and Hiram P. Leech, who are personally known to me to be the identical persons whose names are affixed to the foregoing deed as the persons executing the same, and they severally acknowledged that they voluntarily executed said deed as the voluntary act and deed of the Dubuque and Pacific Railroad Company, the former as president and the latter as secretary of said company.

In witness whereof, I hereto sign my name and affix my notarial seal, the day and place aforesaid.

[L. S.]

JAMES M. McKINLAY, *N. P.*

UNITED STATES OF AMERICA.

STATE OF IOWA.

DUBUQUE AND PACIFIC RAILROAD COMPANY.

CAPITAL STOCK 150,000 SHARES OF $100 EACH.

No. —. FIVE SHARES.

Certificate of right to subscribe for stock.

This certifies, that at any time during the year 1862, or assigns, shall have the right to subscribe for five shares of the ultimate capital stock of the Dubuque and Pacific Railroad Company, (viz: 150,000 shares of $100 each,) upon the payment, at the time of subscribing, an installment of seven dollars on each share so subscribed. In case the railroad of the said company shall not be open and in operation from the city of Dubuque to Sioux City, on the Missouri river, by the 1st day of October, A. D. 1862, then the holder of this certificate shall have the right to subscribe to the number of shares herein specified for and during six months after the opening of said railroad to Sioux City, and publication thereof in two newspapers in the city of New York, and one in the city of Dubuque, for the space of sixty days prior to the expiration of the said six months. After the payment of the first installment, no further assessment shall be made on the stock so subscribed before the 1st of January, 1866, except such as may be necessary to meet a deficiency of funds for the payment of interest on the construction bonds and capital stock of the said company.

The aforesaid rights to subscribe are issued by authority of resolutions of the board of directors of said company, and are transferable only on the books of said company by the said , or his duly authorized attorney, on surrender of this certificate.

N. B. This certificate must be surrendered at the time of subscribing for the stock aforesaid, and shall be null and void unless the right to subscribe shall be exercised within the time above limited.

In witness whereof, the said company has caused this certificate to be signed by the president and secretary, and its seal to be affixed, in Dubuque, this 1st day of April, 1857.

[SEAL.]

——— ———, *President.*

——— ———, *Secretary.*

Know all men by these presents, That for value received, ha bargained, sold, assigned, and transferred unto the right of subscribing for shares of the capital stock of the Dubuque and Pacific Railroad Com-

pany, now vested in and standing in name on the books of said company. And do hereby constitute and appoint true and lawful attorney for and in name and stead, to sell, assign, transfer, and set over, all or any part of said right, and for that purpose to make and execute all necessary acts of transfer and assignment, and one or more persons to substitute with like full power, hereby ratifying and confirming all that said attorney, or substitute or substitutes, shall lawfully do by virtue hereof.

In witness whereof, hereunto set hand and seal day of , one thousand eight hundred and fifty .

Sealed and delivered in presence of

BY-LAWS

OF THE

DUBUQUE AND PACIFIC RAILROAD COMPANY.

ADOPTED SEPTEMBER 1, 1853.

1. All contracts and engagements must be signed by the president, attested by the secretary, and under the seal of the company.
2. Subscriptions to the capital stock made after the 1st of October must be approved by the board before they will be valid.
3. Installments on the stock subscribed shall be called in at the rate of five per cent. per month after the contract is let, until the further order of the board.
4. All official communications received by any officer of the board of directors shall be laid before the board at its first meeting after.

ADOPTED SEPTEMBER 11, 1855.

The board of directors may appoint an executive committee, to include the president, to audit and allow claims presented against the company: *Provided*, That the said committee may, if they see proper, in any case, lay any claim before the board.

ADOPTED FEBRUARY 18, 1856.

1. It shall be the duty of the treasurer to keep a complete set of books showing the financial condition of the company.
2. To pay all demands presented to him, which shall have been duly examined and allowed by the executive committee or the board of directors.
3. To present to the board of directors a monthly statement of the

receipts and disbursements, which said statement shall be so made as to be a complete balance sheet from the books of the preceding month, and shall be accompanied by the vouchers, to be filed with the secretary.

4. The executive committee shall examine and allow, or reject, all claims presented against the company, unless they shall see proper to refer any such claims to the board of directors, when they may be allowed or rejected, and the secretary shall make a note thereof in the journal.

5. The secretary shall be the keeper of the seal of the company, shall attest all contracts and other instruments to which the seal shall be affixed by impression upon paper or parchment.

6. He shall keep a journal of the proceedings of the board of directors, shall file away and safely keep the vouchers and the reports of the treasurer.

7. He shall also file and safely keep all letters and official communications addressed to the board of directors.

8. He shall give all proper notices of the meeting of the board and of the stockholders, required by the articles or by-laws.

9. He shall also file and keep two copies of each of the notices required to be published in any newspaper, which shall be annexed to the proper affidavit of the publication of such notice.

10. And he shall perform such other duties as the board shall from time to time require.

11. All books kept by the treasurer and secretary, and all other books and papers of the company, shall be kept at the office of the company, and shall be at all times subject to the inspection of the directors.

12. The treasurer shall receive the sum of one thousand dollars per annum, payable monthly, as his salary.

13. The secretary shall receive the sum of one thousand dollars, payable monthly, for his salary: *Provided, however*, That the above salaries may be changed, at any time, by a two-third majority of the board of directors.

ADOPTED APRIL 9, 1856.

1. At all elections by the stockholders no share shall be entitled to a vote unless at least five per cent. has been paid on such share; or in case of a time subscription, until the subscription shall be secured by mortgage.

2. All votes of the stockholders shall be by ballot; and each ballot must, in addition to the object voted for, contain the name of the person casting the vote, and the number of shares he represents.

4. Each person holding one or more shares in his own right, shall be entitled to vote either in person or by proxy duly authorized in writing.

4. Any person who proposes to vote by proxy may be required to prove the execution of the proxy by his own oath or otherwise.

5. The president and one of the directors, or in case of the absence of the president, any two of the directors, shall constitute the election

board; they shall declare the result, which shall be entered by the secretary on the journal, and shall be conclusive.

6. The board of directors shall have the power to appoint and remove agents of the company at pleasure; such appointments and removals shall be entered on the journal. Such agents shall have such powers as may be specially delegated, and no other.

7. Agents to solicit stock subscriptions in the counties west of Dubuque shall have full power to receive any installments and to give receipts therefor, and to give and deliver certificates to subscribers on time; the printed form to be signed shall be furnished by the company.

ADOPTED APRIL 28, 1856.

1. The secretary shall be required to keep a book in which he shall record at full length all contracts made by the company.

2. He shall also keep a book in which he shall record all the proceedings to condemn land for the right of way, and other instruments by which the company acquire any right to real estate.

ADOPTED JUNE 12, 1857.

1. That now, and hereafter at the annual election, a vice-president shall be elected to act in the absence of the president.

2. Whereas this company heretofore adopted a seal which has been used by impressing the same upon paper or any substance on which any instrument may have been written or printed, now, therefore, be it enacted that all instruments to which such seal has heretofore been affixed, or to which it may hereafter be affixed by an impression on paper or parchment only shall be, and is hereby, declared legal and valid, and shall have the same force and effect as though the same had been impressed upon wax or wafer.

ADOPTED MAY 18, 1857.

1. The transfer of stock, if made in blank, shall be binding between the parties thereto, but will not be binding on the company until the blank shall be filled and the assignment entered on the books of the company, so far as to show the names of the persons by and to whom transferred, the number of the certificate, and the date of the transfer. The assignee of any such certificates may transfer his right in the same manner as the original holder, or may surrender the certificate to the company and take a new one.

2. All certificates of stock and of optional rights to subscribe for stock shall be signed by the president, attested by the secretary under the seal of the company, and, when issued at the New York office, countersigned by at least two of the trustees.

3. The transfer of certificates for optional rights may be in the same form as the transfer of stock, except that it shall not be necessary to enter any such transfer on the books of the company until the certificate shall be surrendered for the purpose of taking out stock certificates in their stead.

4. A transfer office is hereby established at the office of the company in the city of New York, under the control of the trustees, any two of whom shall countersign all certificates issued at said office. Certificates may be registered either at the office in Dubuque or in the city of New York, at the request of the holder, on first procuring an order to change the register from the office where the certificate may be registered.

ADOPTED OCTOBER 13, 1857.

In the absence of the president, the vice-president may sign obligations and other instruments of the company in his stead, and act for him in all cases.

ADOPTED DECEMBER 1, 1857.

The president and secretary may hereafter execute contracts of the company without using the corporate seal when the amount is under fifty dollars.

36TH CONGRESS, 1st Session. } SENATE. { MIS. DOC. No. 61.

MEMORIAL

OF THE

PRINCIPAL CHIEF AND HIS ASSOCIATES, REPRESENTATIVES OF THE CHEROKEE NATION OF INDIANS.

PRAYING

That the President be authorized to purchase that portion of their territory known as the "neutral land."

MAY 23, 1860.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the honorable the Senate and House of Representatives of the United States of America:

The memorial of the undersigned, the principal chief of the Cherokee nation of Indians, and his associates, representatives of the Cherokee nation of Indians, duly authorized and appointed as such by an act of the council of the said Cherokee nation, most respectfully represents:

That they, and the Cherokee nation that they have been instructed to represent, have heard with great regret that a portion of the land that the Cherokee nation holds under a patent in fee simple from the United States has, by an act of Congress passed ————————, been included within the territorial limits of the Territory of Kansas. That before the said Territory of Kansas was organized, the people of the Cherokee nation, through their representatives assembled in general council, held at Talequah, on the 29th day of November, 1851, prepared and forwarded to the President of the United States, and through the superintendent of Indian affairs, Colonel John Drennen, to be laid before the proper department of the government, the receipt of which was duly acknowledged, their protest against the occupation of their territory by white intruders, to which no notice, to their knowledge, has been given; notwithstanding this protest on file, Congress passed an act establishing the Territory of Kansas, and included therein a part of the Cherokee lands; and that now the Territory of Kansas are seeking by an act of Congress to be admitted as a State into the Union, with such limits as will include a considerable portion of the Cherokee nation. The Cherokee people are just recovering from their losses brought on them by their forced removal from within the limits of an organized State; and at the time of their last removal they, as a people, had been greatly harassed and troubled by

the laws passed by the State in which they lived, and which the general government had no power to prevent; and one of the powerful causes which induced the making of the treaty of 1835 was that, by the fifth article thereof, it was provided "That the United States hereby covenant and agree that the lands ceded to the Cherokee nation in the foregoing article shall in no future time, without their consent, be included within the territorial limits or jurisdiction of any State or Territory, but they shall secure to the Cherokee nation the right, by the national councils, to make and carry into effect all such laws as they may deem necessary for the government and protection of the persons and property within their own country." And as they were removed beyond the territorial limits of any of the States of the Union, they had hoped they would be free from the interference of the whites until such time as, having made great progress in civilization, the government would organize them into a Territory, and give them a delegate in Congress, as they pledged themselves to do by the seventh article of the same treaty. But by the act creating the Territory of Kansas as its limits are prescribed, it will be seen that the most sacred rights, secured by solemn treaties to the Cherokee nation, have been violated and invaded under the sanction and authority of Congress by the territorial organization of Kansas; and it is sought still further to violate them by admitting Kansas as a State into the Union. The Cherokee people are greatly embarrassed by the anomalous position in which their national rights and interests are likely to be placed by these extraordinary proceedings; and as to the question how the impending collision and difficulties, growing out of the exercise of conflicting jurisdiction of the nation included within the limits of Kansas, are to be averted, it is for the government to determine.

Feeling safe and secure, under the guarantee of the United States, that they were now settled for all time in a home to which their people were becoming attached, and although that portion of their country included within the territorial limits of Kansas is somewhat detached from that portion of their land upon which most of the Cherokees reside, and the Cherokees having an ardent desire to cultivate and preserve the most peaceful and friendly relations with all men, and more particularly with their white brethren, and fearful that conflicting jurisdiction will not prove favorable to peaceful relations, so soon as the limits of Kansas were extended over a portion of their territory, the national council determined to offer to retrocede the neutral land to the United States. On applying to the authorities in Washington for the purpose of making a treaty for the sale of this land, and assuring them that this offer was only made on account of the peculiar situation of that property, and that the council directed that the proceeds of that land should be added to their former investment for school, orphan, and national purposes, they were surprised to be told that the Senate of the United States had passed a resolution that no treaty for the purchase of land with an Indian tribe should hereafter be made unless authorized by the Senate. Under these circumstances it is the duty of the undersigned, and the best interest of their nation would seem to demand of them, that they should, in the name of the Cherokee people, respectfully protest against the incorporation into the

limits of Kansas of any portion of their country, which by solemn treaty is secured to the Cherokees, and which cannot, without great interference in their rights, be incorporated within the territorial limits of any State or Territory of the United States without the consent of the nation. The undersigned need not to revert to the past history and present condition of their people for the purpose of contrasting the dark shade of their primitive state with that of the light of the dawning day which through the effulgent rays of Christianity and education now shines upon their pathway to civilization and refinement, and to avoid the possibility of an encroachment upon the rights of our people by the admission of Kansas with the territorial limits which she is seeking, the undersigned most respectfully suggest that the Senate pass a resolution authorizing the President to purchase, on such terms as is just and equitable from the Cherokee nation, that portion of their territory known as the "neutral land." But if the Senate decline to do this, then the undersigned respectfully ask that Congress, if it determine to admit Kansas, will strike from the bill all that portion of its territorial limits that has been by treaty secured to the Cherokee nation. And your memorialists, as in duty bound, will ever pray, &c.

JNO. ROSS,
JOHN DREW,
P. M. BENGE,
THOMAS PEGG,
Cherokee Delegates.

MAY 23, 1860.

36TH CONGRESS, 1st Session. } SENATE. { MIS. DOC. No. 62.

COMMUNICATION

FROM

RICHARD W. MEADE,

IN RELATION

To the claim of his father, R. W. Meade, deceased.

JUNE 19, 1860.—Ordered to be printed.

NEW YORK, *April* 9, 1860.

GENTLEMEN: It is with renewed zeal and great deference I address your honorable committee in the long-pending claim of my father, the late R. W. Meade, against the United States government, which was referred by both houses of Congress to the Court of Claims in 1855, and, on its *divided* opinion, delivered October 17, 1859, by Justices Loring and Scarburgh, is now referred again this session, for *final* hearing and decision, to Congress, through *your* honorable committees.

This just claim has been respectfully urged upon the government for settlement, session after session, during the past *forty* years, originally by my father, who died in 1828, and subsequently by my mother, his sole executrix and administratrix, who exerted more than womanly energy, diligence, and ability in its behalf, and *year* after *year* presented her modest *memorial*, trusting to the honor, wisdom, and sense of justice of Congress to protect her rights. These modest means of prosecuting the claim, though they did not secure its passage through *both* houses the *same* session, ever gained for it favorable reports and strong friends.

On the death of my mother, in 1853, being the eldest son and bearer of my father's name, I became the administrator and prosecutor of the claim, and during the first year of my administration I succeeded in procuring a favorable report by the Hon. Edward Everett in the Senate, and by Hon. J. R. Chandler in the House; and in 1855 *both* houses referred it to the Court of Claims.

My counsel, at my request, furnished your honorable body, in order to facilitate the further understanding of the merits of this claim, extra copies of:

1. The brief of my counsel, Messrs. Bradley and Johnson, to the court.
2. The opinion of the court.
3. The dissenting opinion of T. Scarburgh.
4. *Review* thereof, by counsel.

For a full corroboration of the facts therein stated, I respectfully refer your honorable committee to the fourth volume of "State Papers," containing a full history of the claim, and to House Report No. 58, first session Twentieth Congress, by Hon. Edward Everett, who, *twenty-six years* after said report, during the first session, Thirty-third Congress, Senate Report No. 109, again favorable reported it.

I would *most* respectfully *urge* upon your attention the *action* had in both houses, *year* after *year*, on my late *mother's* memorial, contained in pages 2 and 3 of the *review* of my counsel, from which you will perceive that the simple merit of her modest and womanly appeals, unaided by counsel, agents, or influence of *any* kind, attracted the earnest attention and advocacy of the most prominent men in both houses, *confirmed* by the arguments of the ablest legal minds known to the country.

This claim, founded upon right and justice, *thirty-five years* before Congress, has *always* been favorably reported, but *once*—to this *adverse* (Senate Report No. 66, first session, Nineteenth Congress,) I also respectfully refer your honorable committee—and over FOUR YEARS before the Court of Claims, on the *divided* opinion of said court, is now *again* before Congress for *final decision*; and I, as the eldest legal representative of the heirs of my father, respectfully ask your honorable committee, on the action thus had thereon, and because of its long pendency before the government, to give it your earliest consideration, and to make such final report as in your wisdom and judgment may seem right and proper, consistent with equity and justice.

I am, sirs, most respectfully,

RICHARD W. MEADE,
Administrator of R. W. Meade, deceased.

Hon. ALFRED IVERSON, *Chairman*, Hon. S. R. MALLORY, Hon. THOMAS BRAGG, JAMES F. SIMMONS, Hon. SOLOMON FOOT, *Senate Committee on Claims.*

RESOLUTION

OF THE

LEGISLATURE OF CALIFORNIA

In favor of an appropriation for the relief of Captain Thomas L. Smith.

JUNE 27, 1860.—Ordered to lie on the table and be printed.

Whereas it has been satisfactorily established by reliable evidence that our venerable and worthy fellow-citizen, Captain Thomas L. Smith, has spent a large amount of his estate by his liberal contributions to the wants of the sick and starving overland emigrants to Oregon and California in the memorable years of 1849 and 1850; and whereas the said Thomas L. Smith has received a wound while in the act of protecting American citizens against savage violence and barbarity, by reason of which he is and ever will be materially disabled, and rendered incapable of self-protection; and whereas the said Thomas L. Smith has an infant son dependent upon him for protection and education, whose extraordinary mental developments mark him as a particular object of public care and culture:

Therefore resolved, (the Senate concurring,) That our senators in Congress be instructed, and our representatives requested to use their influence and efforts to obtain an appropriation from Congress for the relief of Thomas L. Smith for property used and personal services rendered in relief of the destitute and suffering overland emigration, as also in consideration of a wound received in his patriotic and philanthropic efforts to stay the arm of the murderous and relentless savage of the plains.

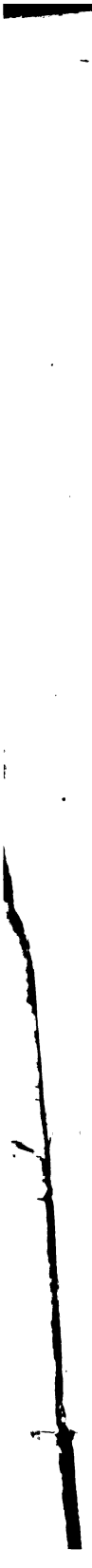
Approved May 3, 1852.

STATE OF CALIFORNIA, *Department of State:*

I, Johnson Price, secretary of state of the State of California, do hereby certify that the annexed is a true, full, and correct copy of the original concurrent resolution approved May 3, A. D. 1852, now on file in my office.

Witness my hand and the great seal of State, at office, in Sacra-
[L. S.] mento, California, the 27th day of March, A. D. 1860.

JOHNSON PRICE,
Secretary of State.
By E. E. EYRE, *Deputy.*



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